

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PART 1

In re: JAMIE LYNN GALLIAN,  Debtor(s)	<b>District Court Case No.: 8:23-cv-00961-WLH</b>  Bankruptcy Court Case No. 8:23-bk-11710-SC Adversary No.: 8:21-ap-01097-SC  Chapter 7
JAMIE LYNN GALLIAN  Appellant/Debtor  vs. HOUSER BROS. CO. dba RANCHO DEL REY MOBILE HOME ESTATES,  Appellee/Plaintiff	<b>USBC TRIAL EXHIBIT REGISTER</b>  USBC Hearing Date: April 26, 2023 USBS Hearing Time: 9:30 a.m. USBS Hearing Place: 5C 411 W. Fourth Street Santa Ana, CA 92701

**LIST OF EXHIBITS (\*NUMBERED, TAGGED AND A BRIEF DESCRIPTION OF EXHIBIT)**

1.	Gables Judgment in the amount of \$316,583.59 in favor of the Gables entered 05/06/2019
2.	Ryan Complaint filed 08/21/2018, OCSC Case No. 30-2018-01013582-CL-UD-CJC
3.	Stipulated Judgment filed 10/18/2018, in the Ryan State Court Action
4.	Ryan Release Form - releasing title of property to J-Sandcastle Co. as of 11/01/2018
5.	Ryan Notice of Sale or Transfer - transfer date 11/01/2018
6.	Application for Residency
7.	Denial Letter from Rancho Del Rey to Jamie Gallian
8.	Complaint in the BS Investors Action filed 10/17/2018 , OCSC Case No. 30-2018-01024401
9.	Docket in BS Investors Action
10.	Security Agreement and Note between Jamie Gallian and J-Sandcastle

\* EXHIBITS OF PLAINTIFF/MOVANT(S) SHALL BE MARKED WITH NUMBERS.

EXHIBITS OF DEFENDANT/RESPONDENT(S) SHALL BE MARKED WITH LETTERS.

**LIST OF EXHIBITS (\*NUMBERED, TAGGED AND A BRIEF DESCRIPTION OF EXHIBIT)**

---

**PLAINTIFF'S TRIAL EXHIBITS**

---

- |     |   |
|-----|---|
| 11. | Notice to Quit December 2018  |
| 12. | OCSC Complaint filed 01/02/2019, OCSC Case No. 30-2019-01041423-CL-UD-CJC   |
| 13. | Docket in OCSC Action   |
| 14. | 01/14/2019 UCC Financing Statement - Doc. No. 76027030002 filed against JSC   |
| 15. | 01/14/2019 UCC Financing Statement - Doc. No. 76027040002 filed against JSC   |
| 16. | A January 14, 2019, UCC Financing Statement that Debtor filed against JSC,<br>Document No. 76027940003                            |
| 17. | January 14, 2019, UCC Financing Statement that Debtor filed against Craig Houser<br>and Kathryn Curtiss, Document No. 7602794004. |
| 18. | January 18, 2019, California Department of Housing and Community Development<br>("HCD") "Title Search" regarding the Property     |
| 19. | July 23, 2020, HCD "Title Search" regarding the Property  |
| 20. | June 7, 2021, HCD "Title Search" regarding the Property   |
| 21. | August 10, 2021, HCD "Title Search" regarding the Property  |
| 22. | September 21, 2021, HCD "Title Search" regarding the Property   |
| 23. | HCD "Correspondence" with Transaction Date November 20, 2018, regarding the<br>Property   |
| 24. | HCD "R/O Transfer – Private Sale" with Transaction Date November 16, 2018,<br>regarding the Property                              |
| 25. | HCD "L/O Assignment" with Transaction Date February 1, 2021, regarding the<br>Property.   |

\* EXHIBITS OF PLAINTIFF/MOVANT(S) SHALL BE MARKED WITH NUMBERS.  
EXHIBITS OF DEFENDANT/RESPONDENT(S) SHALL BE MARKED WITH LETTERS.

- 
26. HCD “R/O Transfer – No Sale” with Transaction Date July 14, 2021, regarding the Property
- 
27. HCD “L/O Addition” with Transaction Date August 10, 2021, regarding the Property.
- 
28. Debtor’s Petition and Original Schedules (including Statement of Financial Affairs), filed on July 9, 2021, as BK Docket No. 1
- 
29. Debtor’s amended schedules filed on September 7, 2021, as BK Docket No. 15
- 
30. Debtor’s amended schedules filed on September 22, 2021, as BK Docket No. 16
- 
31. Debtor’s amended schedules filed on September 22, 2021, as BK Docket No. 17
- 
32. Debtor’s amended schedules filed on October 14, 2021, as BK Docket No. 22
- 
33. Debtor’s amended schedules filed on November 16, 2021, as BK Docket No. 37
- 
34. Debtor’s amended schedules filed on November 22, 2021, as BK Docket No. 38
- 
35. Debtor’s amended schedules filed on November 23, 2021, as BK Docket No. 39
- 
36. Debtor’s amended schedules filed on December 1, 2021, as BK Docket No. 42
- 
37. Debtor’s amended schedules filed on March 11, 2022, as BK Docket No. 72
- 
38. Debtor’s amended schedules filed on March 15, 2022, as BK Docket No. 75
- 
39. The Exemption Motion filed May 12, 2022, as BK Docket No. 95
- 
40. The Exemption Opposition filed June 1, 2022, as BK Docket 105
- 
41. The Exemption Reply filed July 7, 2022, as Bk Docket 130-133
- 
42. “Declaration of Greg Buysman Re: Motion Objecting to Debtor’s Claimed Homestead Exemption,” filed on July 7, 2022, as BK Docket No. 132
- 
43. The Employment Application filed July 28, 2022, as BK Docket No. 162
- 
44. The Exemption Order filed August 5, 2022, as BK Docket 177
- 
45. The Complaint filed October 22, 2021, as AP Docket No. 3
- 
46. The Answer filed October 28, 2021, as AP Docket No. 6
- 

\* EXHIBITS OF PLAINTIFF/MOVANT(S) SHALL BE MARKED WITH NUMBERS.  
EXHIBITS OF DEFENDANT/RESPONDENT(S) SHALL BE MARKED WITH LETTERS.

000780

EXHIBIT 1



ELECTRONICALLY RECEIVED  
 Superior Court of California,  
 County of Orange  
 04/02/2019 at 05:43:37 AM  
 Clerk of the Superior Court  
 By Natasha Dorfman, Deputy Clerk

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF ORANGE  
 CENTRAL JUSTICE CENTER

**MAY 06 2019**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
 HOMEOWNERS ASSOCIATION, a  
 California Nonprofit Mutual Benefit  
 Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
 as Trustee of the Sandra L. Bradley Trust;  
 JAMIE L. GALLIAN, an individual; and  
 DOES 1 through 25, inclusive,

Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall  
 Dept.: C33

~~PROPOSED~~ JUDGMENT IN FAVOR OF  
 PLAINTIFF THE HUNTINGTON BEACH  
 GABLES HOMEOWNERS ASSOCIATION  
 AND AGAINST DEFENDANT JAMIE L.  
 GALLIAN

Complaint Filed: April 11, 2017  
 First Amended Complaint filed: May 16, 2017  
 Trial Date: September 9, 2019

In this action for Breach of Governing Documents (Architectural Violations) and  
 Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint  
 on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First  
 Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on  
 February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended  
 Complaint be stricken, and on February 13, 2019 entered the default against Defendant.  
 Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables  
 Homeowners Association has presented evidence of its costs for abating the nuisance caused by  
 Defendant Gallian, as alleged in the First Amended Complaint.

3800992v1

JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT JAMIE L. GALLIAN

1           Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners  
 2 Association for judgment against Defendant, and upon having reviewed the evidence and  
 3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in  
 4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and  
 5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended  
 6 Complaint filed herein on May 16, 2017.

7           IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8           1.       As to the First Cause of Action for Breach of Contract, the Court finds that  
 9 Defendant breached the Association's Governing Documents, including the "Declaration of  
 10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,  
 11 conditions and restrictions which governing the properties located within the Association,  
 12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13           2.       At all times mentioned herein, Defendant was the tenant of, resident of, and/or  
 14 claimed some interest in the condominium unit located within the Association commonly known  
 15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16           3.       As a result of Defendant's breach of contract, Plaintiff's damages include the cost  
 17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the  
 18 architectural guidelines and specifications with respect to the construction of the patio cover and  
 19 by constructing a concrete pad and installing an air conditioning unit on the exterior of  
 20 Defendant's Subject Property which encroached upon the Association's common area and  
 21 destroying the Association's landscaping;

22           4.       As the Second Cause of Action for Nuisance, the Court finds that Defendant  
 23 created conditions on the Subject Property that are an annoyance and nuisance to the Association  
 24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in  
 25 connection with abating the nuisance;

26           5.       Plaintiff is entitled to recover its reasonable attorneys' fees and costs from  
 27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14. 7 of the  
 28 Association's CC&Rs;

3806992v1

2  
 JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT JAMIE L. GALLIAN

6. Plaintiff is further entitled to recover its costs to repair damage to the Common Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well as costs for removal of the concrete pad and landscaping repairs;

7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14. 7 of the Association's CC&Rs, shall recover from Defendant its legal costs in the amount of \$ 10,693.12 and attorneys' fees in the amount of \$ 178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the amount of \$1,295.00;

8. Association as Cross-Defendant, as the prevailing party in the action and pursuant to Civil Code section 5975(c) and Article XIV, Section 14. 7 of the Association's CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$ 6,050.47 and attorneys' fees in the amount of \$ 120,183

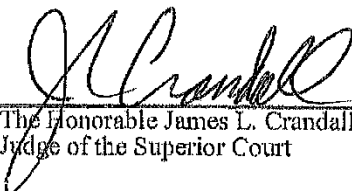
9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is ordered to pay said sums to Plaintiff;

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$ 316,583.59 ~~375,288.59~~, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full; and

11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L. Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the Judgment.

IT IS SO ORDERED.

Dated: 5-6-, 2019

  
The Honorable James L. Crandall  
Judge of the Superior Court

000784

EXHIBIT 2

1 ELAINE B. ALSTON, Bar No. 134139,  
 2 VIVIENNE J. ALSTON, Bar No. 170746  
 3 *Members of*  
**ALSTON, ALSTON & DIEBOLD**  
 4 Attorneys at Law  
 27201 Puerta Real, Ste. 300  
 Mission Viejo, California 92691  
 (714) 556-9400 – FAX (714) 556-9500

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Orange

**08/21/2018 at 12:12:11 PM**

Clerk of the Superior Court  
 By Diana Cuevas, Deputy Clerk

5  
 6 Attorney for Plaintiff

7  
 8 SUPERIOR COURT, STATE OF CALIFORNIA  
 9 COUNTY OF ORANGE- CENTRAL JUSTICE CENTER  
 10

11 HOUSER BROS. CO., a California general  
 12 partnership dba RANCHO DEL REY MOBILE  
 HOME ESTATES,

13 Plaintiff,

14 vs.

15 LISA RYAN and DOES 1 to 10, inclusive,

16 Defendants.  
 17

Case No.: 30-2018-01013582-CL-UD-CJC

COMPLAINT FOR UNLAWFUL  
 DETAINER (NON-PAYMENT OF RENT IN  
 A MOBILEHOME PARK)

**DOES NOT EXCEED \$10,000.00**

**LIMITED CIVIL CASE PURSUANT TO  
 CCP 422.30(b)**

18 COMES NOW, the Plaintiff herein, and alleges as follows:

19 1. Plaintiff, HOUSER BROS. CO., a California general partnership doing business in the  
 20 County of Orange, State of California, under the name of RANCHO DEL REY MOBILE HOME  
 21 ESTATES (the "Park"). Plaintiff has filed statements and published the notices required by  
 22 §§17900, *et seq.*, of the *Business and Professions Code*.

23 2. Defendants, LISA RYAN, is an individual residing in the City of Huntington Beach,  
 24 County of Orange, State of California.

25 3. The true names and capacities of Defendants sued herein as DOES 1 through 10,  
 26 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who therefore  
 27  
 28

**COMPLAINT FOR UNLAWFUL DETAINER**

1   sues said Defendants by said fictitious names and Plaintiff will amend this Complaint to insert said  
2   Defendants' true names and capacities when the same have been ascertained.

3           4.     The premises which are the subject of this action are located in the judicial district in  
4   which this action is brought. Said premises are situated at 16222 Monterey Lane, Space 376,  
5   Huntington Beach, California 92649 (the "Premises"). Plaintiff is the owner of said Premises.

6           5.     Plaintiff is entitled to possession of said Premises.

7           6.     On or about January 2006, Plaintiff and Defendants made and entered into written rental  
8   agreement sued upon herein. Defendants, LISA RYAN and Does 1-10, took possession of the  
9   Premises subsequently to entering into the rental agreement and are residing on the Premises under the  
10   terms of rental agreement.

11          7.     Pursuant to the terms of rental agreement, Defendants covenanted and agreed to abide  
12   by and conform with its provisions.

13          8.     By the terms of the rental agreement Defendants are required to pay Plaintiff as rent  
14   for said Premises the sum of One Thousand and Eighty-Six Dollars (\$1,086.00) payable in advance  
15   on the first (1st) day of each month; said rental amount having been modified by Plaintiff according  
16   to Rental Agreement or Exhibit "1."

17          9.     Pursuant to the rental agreement, Defendant, LISA RYAN, are also required to pay  
18   Plaintiff a sum for natural gas and electricity actually consumed. These sums for utilities consumed are  
19   determined each month based on readings of the meters which are installed on said Premises.

20          10.    Pursuant to the rental agreement, Defendant, LISA RYAN, is further required to pay  
21   Plaintiff a monthly fee for sewer, trash removal services, and water. These sums are determined each  
22   month based on fees charged by the providers of these services.

23          11.    The rental agreement also requires Defendant to pay Twenty Dollars (\$20.00) in the  
24   event a check provided to the Plaintiff is dishonored by the bank. On June 12, 2018, Plaintiff was  
25   informed by that a check from Defendant was being dishonored due to insufficient funds.

26          12.    Defendant has not paid the rent, utility and other charges as required by the terms of  
27   Exhibit "1," and said rent, utility and other charges are now due and unpaid. Specifically, Defendants  
28   have failed and refused to pay the following sums for the periods noted:

---

**COMPLAINT FOR UNLAWFUL DETAINER**

A. RENT FOR THE BILLING PERIOD OF:

June 1, 2018 through June 30, 2018	\$1,086.00
------------------------------------	------------

B. UTILITIES FOR THE BILLING PERIOD OF:

Gas: April 18, 2018 through May 17, 2018	\$24.06
---	---------

Electricity: April 18, 2018 through May 17, 2018	\$120.07
---	----------

Water: April 18, 2018 through May 17, 2018	\$24.96
---	---------

C. OTHER CHARGES FOR THE BILLING PERIOD OF:

Sewer: June 1, 2018 through June 30, 2018	\$22.46
--	---------

Trash: June 1, 2018 through June 30, 2018	\$17.36
--	---------

NSF: June 1, 2018	\$20.00.
----------------------	----------

<b>TOTAL OF ALL CHARGES:</b>	<b>\$1,2969.10</b>
------------------------------	--------------------

13. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty Cents (\$36.20) per day, and damages caused by Defendants' unlawful detention have accrued and will accrue at said rate so long as Defendants, or any of them, remain in possession of said Premises.

14. The reasonable value of utilities consumed is the amount based on readings of the natural gas and electric meters installed on the Premises, and damages caused by Defendants' unlawful detention will accrue at said rates so long as Defendants, or any of them, remain in possession of said Premises.

15. The reasonable value for trash removal, and sewer charges are the amounts charged by the providers of these services, and damages caused by Defendants' unlawful detention will accrue at said rate so long as Defendants, or any of them, remain in possession of said Premises.

16. Plaintiff has given written Notice to Defendants of Defendants' aforesaid failure and refusal to abide by and conform with the provisions of rental agreement. Said written Notices describe

**COMPLAINT FOR UNLAWFUL DETAINER**



1 the nature of the Defendants' acts and omissions, and declare Plaintiff's intent to seek forfeiture of the  
 2 rental agreement for Defendants' failure to abide by and conform to the terms and conditions thereof.  
 3 True copies of said Notices are attached to this Complaint as Exhibit "2", and "Exhibit "3". These  
 4 Notices are incorporated by this reference as though fully set forth herein.

5 17. On or about June 19, 2018, Exhibit "2", and "Exhibit "3" were served on Defendants.  
 6 More than sixty (60) days have elapsed since Exhibit "2", and "Exhibit "3" were served on Defendants.  
 7 Defendants have not, however, paid the above sums, nor have Defendants quit the Premises and  
 8 delivered up possession of same to Plaintiff, who is now entitled to immediate possession thereof.

9 18. Plaintiff is informed and thereon believes that there is no legal or registered owner of  
 10 Defendants' mobilehome other than Defendant.

11 19. California Civil Code §798.85 states as follows:

12 "In any action arising out of the provisions of this chapter the prevailing  
 13 party shall be entitled to reasonable attorney's fees and costs."

14 20. Plaintiff has been compelled to commence this action for recovery of possession of said  
 15 Premises and for default in payment of rent, utilities and other charges, and to otherwise enforce  
 16 Plaintiff's rights under Exhibit "1," and Plaintiff has thereby incurred and been required to expend  
 17 money for attorneys' fees.

18 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

- 19 (1) For restitution of said Premises;
- 20 (2) For a judicial declaration of the termination and forfeiture of the Rental
- 21 Agreement;
- 22 (3) For rent due and owing in the sum of One Thousand and Six Dollars
- 23 (\$1,086.00);
- 24 (4) For natural Gas consumed in the sum of Twenty-Four Dollars and Six Cents
- 25 (\$24.06);
- 26 (5) For Electricity consumed in the sum of One Hundred and Twenty Dollars and
- 27 Seven Cents (\$120.07);
- 28


**COMPLAINT FOR UNLAWFUL DETAINER**



- (6) For water consumed in the sum of Twenty-Four Dollars and Ninety-Six Cents (\$24.96);
- (7) For sewer charges in the sum of Twenty-Two Dollars and Forty-Six Cents (\$22.46);
- (8) For trash removal charges in the sum of Seventeen Dollars and Thirty-Six Cents (\$17.36);
- (9) For damages at the rate of Thirty-Six Dollars and Twenty Cents (\$36.20) per day from and after July 1, 2018, as the reasonable rental value of the Premises through entry of judgment;
- (10) For damages for actual consumption of utilities (including gas, water and electricity) commencing May 18, 2018, and from and after said date through entry of judgment;
- (11) For damages for actual sewer charges commencing July 1, 2018, and from and after said date through entry of judgment;
- (12) For damages for actual trash removal charges commencing July 1, 2018, and from and after said date through entry of judgment;
- (13) For the Twenty Dollars fee relating to Defendant's dishonored check;
- (14) For statutory damages;
- (15) For costs of suit incurred herein; and
- (16) For such other and further relief as the Court may deem just and proper, except that Plaintiff remits all damages in excess of the jurisdiction of this Court.

Dated: August 20, 2018

**ALSTON, ALSTON & DIEBOLD**

By:   
VIVIENNE J. ALSTON  
Attorneys for Plaintiff

**COMPLAINT FOR UNLAWFUL DETAINER**

000789

EXHIBIT 2, PAGE 8

**EXHIBIT 1**

000790

EXHIBIT 2, PAGE 9

1/1/2006

**RANCHO DEL REY MOBILE HOME ESTATES  
16222 MONTEREY LANE  
HUNTINGTON BEACH, CALIFORNIA**

**MOBILEHOME RENTAL AGREEMENT**

**EQUAL HOUSING OPPORTUNITY**

**WE DO BUSINESS IN ACCORDANCE WITH  
THE FEDERAL FAIR HOUSING LAW**

**IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY  
PERSON BECAUSE OF RACE, COLOR, RELIGION,  
SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL  
ORIGIN**

**RANCHO DEL REY MOBILE HOME ESTATES  
16222 MONTEREY LANE  
HUNTINGTON BEACH, CALIFORNIA**

**MOBILEHOME RENTAL AGREEMENT**

**TABLE OF CONTENTS**

	Page
INFORMATION SUMMARY .....	-1-
DISCLOSURES AND IMPORTANT ACKNOWLEDGMENTS .....	-2-
1. TERM.....	-3-
2. RENT .....	-3-
3. UTILITIES.....	-3-
4. RENT AND OTHER CHARGES .....	-3-
5. SECURITY DEPOSIT.....	-5-
6. RESOLUTION OF DISPUTES.....	-4-
7. SALE OF MOBILEHOME .....	-7-
8. REMOVAL OF MOBILEHOME UPON SALE TO THIRD PARTY.....	-7-
9. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS.....	-7-
10. ASSIGNMENT AND SUBLEASING.....	-8-
11. CONFLICTS.....	-8-
12. SERVICES AND IMPROVEMENTS.....	-9-
12.1 SERVICES AND IMPROVEMENTS PROVIDED .....	-9-
12.2 CHANGES IN RULES AND REGULATIONS, STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT, OR PHYSICAL IMPROVEMENTS.....	-10-
13. TERMINATION OF THIS AGREEMENT BY YOU .....	-10-
14. TERMINATION OF THIS AGREEMENT BY THE PARK.....	-10-

15.	INDEMNIFICATION.....	-11-
16.	INCORPORATED DOCUMENTS .....	-11-
17.	COMPLIANCE WITH LAW AND RULES AND REGULATIONS.....	-11-
18.	ZONING, USE PERMIT AND OWNER INFORMATION.....	-11-
19.	TRANSFER OF PARK'S INTEREST .....	-11-
20.	NOTICES .....	-11-
21.	WAIVER.....	-11-
22.	ENTIRE AGREEMENT .....	-12-
23.	ATTORNEY'S FEES.....	-12-
24.	HEADINGS AND FORMATTING .....	-12-
25.	PARTIAL INVALIDITY .....	-12-
26.	ALTERATION OF THIS AGREEMENT.....	-12-
27.	DEFINITIONS OF OWNER OF THE PARK, HOMEOWNERS, RESIDENTS, SALE OF MOBILEHOME AND BUYER.....	-12-
28.	HOLDOVER TENANCY.....	-12-
29.	COUNTERPARTS.....	-12-
30.	EXHIBITS .....	-13-
31.	OWNER'S APPROVAL AND OPTIONS .....	-13-
32.	STATUTE OF LIMITATION.....	-13-
33.	USE AND OCCUPANCY .....	-13-
34.	INSPECTION .....	-13-
35.	ENFORCEMENT OF CONDITIONS OF TENANCY .....	-13-
36.	MAINTENANCE OF IMPROVEMENTS.....	-13-

37.	CONDEMNATION.....	-14-
38.	TIME OF ESSENCE .....	-14-
39.	MODIFICATION FOR LENDER.....	-14-
40.	ESTOPPEL CERTIFICATE.....	-14-
41.	LIMITATION OF OUR LIABILITY .....	-14-
42.	MEGAN'S LAW.....	-14-
43.	EXECUTION .....	-15-

**RANCHO DEL REY MOBILE HOME ESTATES  
16222 MONTEREY LANE  
HUNTINGTON BEACH, CALIFORNIA**

**MOBILEHOME RENTAL AGREEMENT**

**INFORMATION SUMMARY**

The following information from the Agreement is summarized for the convenience of both of us. Please see the applicable paragraphs in this Agreement for the complete information which controls if there is a difference between it and the following:

- A. Space Number: 376
- B. Resident(s): Laura Ryan, Lisa T. Ryan, Patricia C. Ryan
- C. Date this Agreement Begins and Length/Term of this Agreement:
- (1) On a month-to-month basis beginning \_\_\_\_\_, 20\_\_\_\_.
- \_\_\_\_\_  
(Resident's Initials)
- (2) For a period of 12 months beginning 1-1-, 2006 LJR  
(not to exceed 12 months). \_\_\_\_\_  
(Resident's Initials)
- D. Monthly Rent: Your beginning monthly rent will be \$ 696.<sup>00</sup>. The amount of your rent may be increased at any time on ninety (90) days' notice. The increase in rent may be made because of such things as new or increased operating expenses we may incur, increases in what we believe to be a fair market rent for your mobilehome space or any other reason we believe, in our sole discretion, to be appropriate so long as the rent increase is not otherwise specifically prohibited by law. \_\_\_\_\_  
(Resident's Initials)
- E. Utilities:
- (1) Utilities You Pay to Park:
- Electricity, Water and Natural Gas on submetered basis.
- Sewer and Trash at an initial charge of \$ 10.27 /month for Sewer and  
\$ 12.33 /month for Trash.
- (2) Utilities Included in Your Rent: None.
- (3) Utilities you purchase from Others: Telephone and cable TV.
- Utilities may be increased or changed as allowed by this Agreement.

F. Other Charges:

- (1) Late Payment: \$20.00
- (2) Returned Checks: \$20.00
- (3) Security Deposit: \$ 0
- (4) RV/Extra Vehicles: \$ 60.00 per month per vehicle
- (5) Government Fees: As charged to Park
- (6) Extra Persons Charge: \$ 0 per day per person
- (7) Guest Cottage Charge: \$ 50.00 per day.
- (8) Other: \_\_\_\_\_

These above charges may be increased or changed as allowed by this Agreement.

G. Facilities to be provided by the Park for Residents during the term of this Agreement, unless changed: The streets, R.V. storage area (subject to separate agreement and charge), 2 clubhouses, 2 swimming pools and spas, 4 saunas, 3 laundry rooms and 2 guest cottages which are available for residents to rent to house their short-term guests.

H. Services to be provided by the Park for Residents during the term of this Agreement, unless changed: Park Manager, electricity, natural gas, water, sewer, and trash.

Facilities and services may be decreased or changed as allowed by this Agreement. The cost of providing and maintaining facilities and services may increase your rent per the provisions of this Agreement.

**DISCLOSURES AND IMPORTANT ACKNOWLEDGMENTS**

**OUR MOBILEHOME PARK IS AN OLDER PARK; THEREFORE, THE UTILITY SYSTEMS (ELECTRIC, NATURAL GAS, SEWER AND WATER) DO NOT WORK AS WELL AS NEWER SYSTEMS AND DO PERIODICALLY BREAK DOWN OR PROVIDE LESS-THAN-ADEQUATE SERVICE.**

**YOU ACKNOWLEDGE THAT WE HAVE OFFERED YOU THE OPTION OF HAVING THIS AGREEMENT HAVE A TERM OF 12 MONTHS OR LESS, INCLUDING A MONTH-TO-MONTH TENANCY. YOU ALSO ACKNOWLEDGE THAT YOU HAVE VOLUNTARILY SELECTED THE TERM LISTED AT PARAGRAPH C ON PAGE 1 OF THIS AGREEMENT.**

**RESOLUTION OF DISPUTES: YOU AGREE THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES," WILL BE DETERMINED BY SUBMISSION TO WHAT IS KNOWN AS A REFERENCE AND NOT BY WHAT MOST PEOPLE CONSIDER THE NORMAL LAWSUIT OR BY RESORTING TO NORMAL COURT PROCESSES. BY SIGNING THIS AGREEMENT, BOTH YOU AND WE ARE GIVING UP OUR CONSTITUTIONAL RIGHT TO HAVE THOSE DISPUTES DECIDED IN A COURT OF LAW BEFORE A JURY AND, INSTEAD, ARE ACCEPTING THE USE OF THE REFERENCE PROCEDURES.**



I AGREE I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURES AND ACKNOWLEDGMENTS.

SIGNATURE: \_\_\_\_\_

DATE: 1/19/2006

SIGNATURE: \_\_\_\_\_

DATE: 1/20/2006

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

1. **TERM:** You are renting the Space listed at paragraph A on page 1 of this Agreement in Rancho Del Rey Mobile Home Estates located in Huntington Beach, California (the Park). This Agreement is for the term and begins on the date listed at paragraph C on page 1 of this Agreement unless it terminates earlier per the termination paragraphs of this Agreement.

2. **RENT:** Your rent will be the amount listed at paragraph D on page 1 of this Agreement and it may be increased as permitted by that paragraph.

3. **UTILITIES:**

3.1 You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. You also agree that you will not attempt to increase the electrical service and capacity of your Space by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of your electrical demands. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to your Space and insure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity.

3.2 We will provide, submeter and separately charge you monthly for gas, water, and electricity. Any increases in the cost of utilities submetered will be immediately passed-through and paid by you. We will initially charge you monthly the amount indicated in paragraph E(1) on page 1 of this Agreement for trash and sewer. Any increase in the cost of utilities separately charged will be immediately passed-through and paid by you, at such prevailing rates regulated and authorized by the utility companies. You will contract with and pay directly for all other utilities you require.

4. **RENT AND OTHER CHARGES:**

4.1 If you do not maintain your mobilehome or Space as required by this Agreement and the Rules and Regulations, we may give you a notice requiring you to comply in fourteen (14) days. If you do not, we may charge you a reasonable fee for having this work done. In accordance with Civil Code §798.36 Management may after providing you with 14 days notice charge you with the reasonable costs for removal personal property and storage thereof for a period of sixty-day period prior to the ultimate disposal of unclaimed property.

4.2 If you store or park a vehicle, trailer or something else in the recreational vehicle storage lot or other extra vehicle parking area, you will be charged the amount indicated in paragraph F(4) on page 2 of this Agreement. This charge may be increased at any time on sixty (60) days' written notice. This storage or parking will be per the terms

of a separate agreement which you will be required to sign, not by this Agreement. We are not obligated to provide parking for all vehicles, access to this area is on a first-come, first-served basis and it may be eliminated on ninety (90) days' written notice and the area used for another purpose.

4.3 Rent and all other charges except utilities are due in advance on the first day of each month. Utility charges are also due by the first day of each month. Also please refer to our Rules and Regulations for additional requirements regarding your payment of taxes, assessments, license fees, and other charges that are applicable to your personal property and improvements. Rent and all other charges must be paid without any deduction or offset whatsoever and will be late if not paid in full by 5:00 p.m. on the 6th day of each month. You must pay a late charge whenever rent or other charges are paid more than six (6) days after they are due and a handling charge whenever a check is returned for any reason in the amounts indicated in paragraphs F(1) and (2) on page 2 of this Agreement. Outstanding balances over thirty (30) days are subject to compound interest at the rate of 1% per month. Total interest in any calendar year shall not exceed the maximum interest allowed by law. Payment will be made at the Park Office or at such other location we designate. All rents and other charges shall be paid by check or money order. We may, upon ten (10) days' notice, require payment in cash, or its equivalent. All of the charges and other amounts noted in this Agreement may be increased at any time on sixty (60) days' notice without reducing the rent or changing any other term or provision of this Agreement.

4.4 Unless otherwise prohibited by law, all government charges and fees charged the Park may be billed by us to you.

5. **SECURITY DEPOSIT:** When you sign this Agreement, you will give us the amount indicated as paragraph F(3) on page 2 of this Agreement as a security deposit for your performance of this Agreement. (If you are already a resident, the amount of any security deposit you previously gave us will be this deposit.) If you default, we can use the security deposit to cure the default or compensate us for any damage because of your default. You will immediately pay us a sum equal to the portion of the security deposit we use to maintain it the sum initially deposited. We can commingle the deposit with our other funds and are not required to pay you interest on it.

## 6. **RESOLUTION OF DISPUTES:**

6.1 **EXCEPT AS NOTED IN PARAGRAPH 6.5, YOU AGREE THAT ANY AND ALL DISPUTES YOU HAVE WITH US WILL BE SUBMITTED FIRST TO NON-BINDING MEDIATION AND, IF THE DISPUTE CANNOT BE RESOLVED BY THAT METHOD, SUBMITTED TO WHAT IS CALLED A "GENERAL REFERENCE" WHICH WILL BE CONDUCTED PER THE PROVISIONS OF CODE OF CIVIL PROCEDURE SECTION 638. ALL ISSUES RELATING TO THE DISPUTE WILL BE SUBJECT TO THE REFERENCE AND THE REFEREE WHO IS APPOINTED SHALL HAVE ALL THE NECESSARY POWERS TO DECIDE ALL QUESTIONS OF LAW AND FACT RELATING TO THE DISPUTE.**

6.2 **THE REFERENCE SHALL BE CONDUCTED AND DECIDED BY A RETIRED JUDGE AND NO JURY WILL BE USED.**

6.3 **YOU ALSO AGREE THAT, AS IS TRUE OF THE OTHER PROVISIONS OF THIS AGREEMENT, THAT THIS PARAGRAPH 6 IS APPLICABLE TO ALL MEMBERS OF YOUR HOUSEHOLD, INCLUDING ANY PERSON(S) WHO HAS NOT SIGNED THIS AGREEMENT OR WHO MAY BECOME A MEMBER OF YOUR HOUSEHOLD AFTER THE DATE YOU SIGNED THIS AGREEMENT.**

6.4 **ALTHOUGH THE WORD "MEDIATION" IS OFTEN NOT USED BELOW, UNLESS UNREASONABLE TO DO SO, EVERYTHING IN PARAGRAPH 6**

REGARDING A REFERENCE ALSO APPLIES TO MEDIATION.

6.5 WE MAY, AT OUR OPTION, ELECT TO HAVE ANY OF THE FOLLOWING DISPUTES SUBMITTED TO A REFERENCE OR TO BE TRIED IN THE COURTS UNDER NORMAL PROCEDURES TO A JUDGE SITTING ALONE WITHOUT A JURY: (a) TERMINATION OF TENANCY DUE TO A FAILURE TO PAY RENT OR OTHER CHARGES OR FOR ANY OF THE OTHER REASONS TENANCY MAY BE TERMINATED PER CIVIL CODE §798.56(a) THROUGH (e), INCLUSIVE; (b) FORCIBLE DETAINER; (c) INJUNCTIVE RELIEF PER [i] CODE OF CIVIL PROCEDURE §527.6, [ii] CIVIL CODE §798.87(b), OR [iii] CIVIL CODE §798.88; (d) PAYMENT OF THE MAINTENANCE FEE PROVIDED FOR IN CIVIL CODE §798.36; (e) CONDEMNATION OR A CHANGE OF THE USE OF THE PARK AS PROVIDED IN CIVIL CODE §798.56(f) AND (g); AND (f) TO PRESERVE ANY EQUITABLE RIGHTS RELATING TO ANY DISPUTE. MEDIATION WILL NOT OCCUR FOR THE DISPUTES IN THIS PARAGRAPH 6.5.

6.6 "DISPUTE" INCLUDES NOT ONLY DISPUTES YOU MAY HAVE WITH US BUT ALSO DISPUTES AGAINST ANY OF OUR EMPLOYEES, CONTRACTORS, AGENTS OR ANY OTHER PERSON WHO YOU CONTEND HAS INJURED YOU WHEN YOU ALSO CONTEND THAT WE ARE RESPONSIBLE FOR THAT OTHER PERSON'S ACTS OR FAILURE TO ACT.

6.7 BEFORE THE LAWSUIT REQUIRED TO BEGIN A REFERENCE MAY BE FILED, MEDIATION MUST BE ATTEMPTED. THIS IS DONE BY YOU SERVING US AND THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") WITH A WRITTEN DEMAND OR NOTICE OF INTENTION TO REQUIRE A REFERENCE.

6.8 YOU MUST GIVE US THIS NOTICE NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE. IF YOU DO NOT GIVE US NOTICE WITHIN THE ONE (1) YEAR TIME PERIOD, YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY INJURY OR DAMAGE YOU OR OTHERS IN YOUR HOUSEHOLD MAY EXPERIENCE AND, THEREFORE, THAT DISPUTE WILL NOT BE SUBJECT TO A REFERENCE OR ANY PROCEEDING IN THE COURTS. THIS ONE (1) YEAR TIME LIMITATION APPLIES TO BEING ENTITLED TO BOTH MEDIATION AND A REFERENCE. FOR EXAMPLE, IF THE DATE WHEN YOU FIRST BECAME AWARE OF THE DISPUTE WAS JANUARY 1, 1995, NOTICE OF THE DISPUTE MUST BE GIVEN BY YOU TO US BY DECEMBER 31, 1995 IN ORDER TO HAVE THE DISPUTE MEDIATED AND HAVE A REFERENCE, AND IF NOTICE WAS GIVEN AFTER DECEMBER 31, 1995, NEITHER MEDIATION OR A REFERENCE WOULD OCCUR.

6.9 THE NOTICE REFERRED TO IN PARAGRAPH 6.8 MUST PROVIDE: (i) A DESCRIPTION OF THE DISPUTE, AND (ii) FACTS FROM WHICH THE DISPUTE ARISES INCLUDING WITNESSES, DATES, TIMES AND CIRCUMSTANCES. IF THE DISPUTE IS NOT RESOLVED IN NINETY (90) DAYS BY MEDIATION, THE DISPUTE

**MUST EITHER BE ABANDONED OR RESOLVED BY A REFERENCE.**

**6.10 EVEN THOUGH YOU MAY HAVE A REASONABLE CLAIM, THE REFEREE SHALL REFUSE TO GRANT ANY RELIEF TO YOU IF YOU DO NOT COMPLY WITH THE ABOVE ONE (1) YEAR TIME PERIOD. IF MEDIATION FAILS AND YOU CHOOSE TO FILE THE LAWSUIT REQUIRED TO START A REFERENCE, THE LAWSUIT MUST BE FILED BY YOU WITHIN TEN (10) DAYS OF THE DATE THE MEDIATOR DECLARES AN IMPASSE OR THE MEDIATOR ISSUES HIS OR HER RECOMMENDATIONS OR DECISION.**

**6.11 IF MEDIATION FAILS AND YOU AND WE CANNOT AGREE IN TEN (10) DAYS FROM THE DATE THE LAWSUIT IS FILED WHO THE REFEREE WILL BE, A COURT OF COMPETENT JURISDICTION WILL PROVIDE BOTH OF US WITH A LIST OF AT LEAST FIVE (5) NEUTRAL REFEREES, FROM WHICH YOU AND WE WILL ATTEMPT TO SELECT A REFEREE FROM. IF WE CANNOT AGREE, THE COURT WILL MAKE THE SELECTION FROM THAT LIST FOR US. BOTH YOU AND WE WILL BE GIVEN THE RIGHT OF ONE PEREMPTORY CHALLENGE TO DISQUALIFY A PERSON FROM BEING THE REFEREE. THE REFERENCE SHALL COMMENCE WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE THE REFEREE IS APPOINTED, UNLESS CONTINUED ON REQUEST TO THE REFEREE, OR BOTH OF US AGREE. THE REFEREE WILL BE A DIFFERENT PERSON THAN THE MEDIATOR.**

**6.12 UNLESS BOTH OF US AGREE, NO DISPUTE WILL BE CONSOLIDATED OR JOINED TOGETHER WITH A DISPUTE OF ANY OTHER PERSON.**

**6.13 UNLESS OTHERWISE DETERMINED BY THE MEDIATOR OR REFEREE THE FEES AND COSTS FOR THE MEDIATION AND REFERENCE SHALL BE PAID IN ADVANCED AND DIVIDED EQUALLY BETWEEN YOU AND US. THE FEES ARE DUE AND PAYABLE ON REQUEST OF THE MEDIATOR OR REFEREE. IT IS EXPECTED THAT THE MEDIATOR OR REFEREE WILL MAKE A REASONABLE ESTIMATE OF ANTICIPATED FEES AND COSTS OF THE MEDIATION OR REFERENCE AND SEND A STATEMENT TO EACH OF US, AND EACH OF US WILL DEPOSIT OUR ONE-HALF SHARE WITH THE MEDIATOR OR REFEREE WITHIN TEN (10) DAYS. IF PAYMENT IS NOT MADE AS REQUIRED THE MEDIATOR OR REFEREE SHALL HAVE THE AUTHORITY TO: (1) DETERMINE THAT THE PERSON WHO FAILED TO PAY HAS FORFEIT AND GIVEN UP ALL RIGHTS TO PROSECUTE OR DEFEND THE CLAIM; (2) PROCEED WITHOUT PAYMENT AND SHALL INCLUDE IN THE AWARD AS TO WHICH PARTY MUST PAY THE OUTSTANDING AMOUNTS; (3) REQUIRE THAT A PARTY THAT HAS PAID HIS/HER SHARE PAY ADDITIONAL AMOUNTS. HOWEVER, UNLESS THE MEDIATOR OR REFEREE MAKES A DETERMINATION TO THE CONTRARY THE PARTY WHO PAID ADDITIONAL SUMS IS ENTITLED TO REIMBURSEMENT OF THOSE SUMS AND MAY SUBTRACT SUCH PAYMENTS FROM AN AWARD AGAINST SUCH PARTY OR MAY HAVE SUCH SUMS INCLUDED IN A JUDGMENT ENTERED AS A RESULT OF AN AWARD IN HIS/HER FAVOR. IF EITHER OF US FAILS TO MAKE A DEPOSIT, INCLUDING ANY ADDITIONAL DEPOSIT LATER**

DETERMINED TO BE NECESSARY BY THE MEDIATOR OR REFEREE, THE FAILURE OF ONE OF US TO PAY WILL NOT, HOWEVER, ABATE, STAY, OR SUSPEND THE MEDIATION OR REFERENCE AND THE MEDIATOR OR REFERENCE.

6.14 YOU ACKNOWLEDGE HAVING READ THIS PARAGRAPH 6. YOU ALSO AGREE THAT THESE PROVISIONS WILL APPLY TO YOU AT ALL TIMES IN THE FUTURE (EVEN THOUGH THAT MAY BE BEYOND THE TERM OF THIS AGREEMENT OR AFTER YOUR TENANCY OR THIS AGREEMENT HAS BEEN TERMINATED OR YOU MOVE FROM THE PARK) UNLESS THESE PROVISIONS ARE ELIMINATED AFTER THE TERM OF THIS AGREEMENT ENDS BY A WRITTEN 60-DAY NOTICE FROM US TO YOU.

6.15 NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE YOUR DISPUTES WITH US DECIDED BY A NEUTRAL REFEREE AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ALL RIGHTS YOU HAVE TO HAVE THE DISPUTES LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO A REFERENCE AFTER AGREEING TO THESE PROVISIONS, YOU MAY BE COMPELLED TO A REFERENCE UNDER CALIFORNIA LAW. YOUR AGREEMENT TO THESE PROVISIONS IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THIS PARAGRAPH 6 AND AGREE TO SUBMIT YOUR DISPUTES TO A "REFERENCE" AS PROVIDED IN THIS PARAGRAPH 6.

BY INITIALING BELOW, YOU ACKNOWLEDGE THE PROVISIONS AND AGREEMENTS IN PARAGRAPH 6 ABOVE.

Initials of Homeowner(s): JR \_\_\_\_\_

7. **SALE OF MOBILEHOME:** You may sell/transfer your mobilehome per your and our rights and obligations under this Agreement. You must, however, give us sixty (60) days' written notice of your intent to sell/transfer your mobilehome. You must also give us written notice at least ten (10) days prior to your execution of any escrow, sale, exchange, transfer or other agreement. The requirements of this Agreement and this paragraph will apply even if you sell or transfer only a portion of your interest in your mobilehome.

8. **REMOVAL OF MOBILEHOMES UPON SALE TO THIRD PARTIES:**

We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

9. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:**

9.1 If your prospective buyer/transferee intends for the mobilehome to remain in the Park, or the buyer/transferee intends to reside in the Park, the buyer/transferee must do the following before occupying the mobilehome or Space: complete an application for residency, sign the Park's current rental or lease agreement which may be different than this Agreement and be accepted by us. The rent we are then charging may be increased to any amount we believe appropriate. We may request a financial statement, credit report, references and other reasonable information we need from any prospective buyer/ transferee. If the buyer/transferee is not approved by us or does not



sign the Park's current rental or lease agreement, they will have no rights of tenancy in the Park and they may not leave the mobilehome here or occupy the Space. In such event, you will remain fully responsible to us for the full performance of this Agreement. We may also, at our option, pursue such remedies as we may have against the buyer/ transferee/assignee alone, against both you and them or against you alone.

9.2 The requirements of this Agreement will apply before any person other than the ones listed on the signature page of this Agreement, will be permitted to become a resident of the Park. Unless otherwise prohibited by law all persons residing at your space must be approved for residency. If the person is not going to be a signatory to this lease no financial information will be required. Any person that we determine from prior tenancies will not abide by the rules and regulations will not be approved. A guest or other person who has not previously signed this Agreement who remains in the Park after his host has died, moved, or for any other reason does not physically reside in the Park on a regular basis, will be considered to be the equivalent of a buyer/transferee/assignee and will be subject to the requirements of this Agreement. This means that the guest or other person will have to apply for residency and if approved will be offered a rental agreement and that rental agreement may be higher than what you have been paying under this Agreement. This will be true regardless of whether the guest is listed as a "legal" or "registered" owner of the mobilehome. The requirements of this Agreement will also apply if you only sell/transfer a portion of your interest in your mobilehome or assign only a portion of your right to occupy your Space.

9.3 You agree to do such other things and to execute and deliver to us such additional documents as we may reasonably require to protect our interest in conjunction with the sale/ transfer/assignment of this Agreement.

#### 10. ASSIGNMENT AND SUBLEASING:

10.1 You may not assign this Agreement and any purported assignment will be void. You may not assign the right to occupy your mobilehome or Space and any such assignment will be void. (If the mobilehome is to be removed from the Space and not replaced with another mobilehome, we must also be given at least 60 days' advance written notice and the right to possession and control of the Space will, at our option, revert to us. The only exception is if you replace it with another mobilehome you personally occupy as your residence.) Unless required by law, including, as is presently the case, an ordinance of the City of Huntington Beach, subleasing is prohibited and any attempted subleasing will be void.

10.2 Subletting, except as permitted under Civil Code Section 798.23.5 and/or The City of Huntington Beach Municipal Ordinance 3277 is prohibited, and all other subletting will be void. "Subletting" means any renting, regardless of the time period or how it is characterized, of the mobilehome or Space. If you have lived in the Park for one or more years, you may sublease your mobile home and space for no less than six months and no more than twelve (12) months pursuant to the provisions of Civil Code Section 798.23.5. You must provide the Park with written notice of your intent to sublease your mobile home along with proof of the medical emergency or treatment requiring your absence from your mobile home. Your prospective sublessee shall be required to complete a residency application and be approved for residency by the Park. The Park may at its sole option elect to charge your prospective sublessee for any appropriate credit screening and personal reference checks the Park elects to make. The Park shall require your prospective sublessee to sign the Rules and Regulations. You shall continue to remain responsible for all rent and other charges pursuant to your Rental Agreement. The Park may, at its sole election, require that you pay an additional security deposit of not more than two (2) month's rent which shall be refunded at the end of the subleasing period. You must keep on file with the Park the current address and telephone number at which you may be contacted during the subleasing period.

10.3 This Agreement may be terminated, at our option, if you assign or sublet in violation of this Agreement. The Park or anyone it designates may rent, lease or sublet any Space or any mobilehome.

10.4 If you sublet in accordance with 798.23.5 and our Rules and Regulations and you or the sublessee fail, in advance of the sublessee taking possession of the mobilehome or Space, to comply with our requirements, execute the documents, or obtain the Park's approval of the sublessee, the sublessee will have no right to live in the Park and may not reside on any basis in the mobilehome or at the Space. Subletting means any renting, regardless of the time period or how it is characterized, of the mobilehome or Space.

in effect after your breach and abandonment and recover rent as it becomes due, if you have the right to sublet or assign, subject only to reasonable limitations).

**14.3** You agree that the amount of our damages against you per the terms of this paragraph 13 may, at our sole option, be determined by paragraph 6 of this Agreement and that the mediation portions of such provisions shall not be applicable.

**15. INDEMNIFICATION:** To the fullest extent the law allows, we have no liability to you or anyone else for anything which is not caused by our active negligence or willful acts and you agree to completely release, discharge, indemnify, and hold us free and harmless from all claims for which we are not liable, including providing a defense and the payment of attorneys' fees and costs of an attorney we choose. You agree to indemnify and hold us harmless from all claims, including providing a defense and the payment of attorneys' fees, and costs of an attorney we choose, which occur because of the negligent or willful conduct of you or others who you invite to be in the Park. You also agree to indemnify and hold us harmless from all claims you may have of economic loss, diminution in market value, or depreciation of your mobilehome, and other improvements.

**16. INCORPORATED DOCUMENTS:** You agree you have received, read and understood a copy of: This Agreement; the Mobilehome Residency Law which is effective as of January 1st of the year in which you signed this Agreement or signed a document accepting an assignment of this Agreement (which you agree was attached to this Agreement at the time you received it); the Rules and Regulations (including signs posted in the common areas) which you agree are effective immediately; R.V. Storage Agreement; and other: \_\_\_\_\_. You understand that by signing this Agreement, you are bound by all of the terms and conditions of these documents and signs as they may be revised per this Agreement.

**17. COMPLIANCE WITH LAW AND RULES AND REGULATIONS:** You agree to comply with all applicable laws, ordinances, regulations and all terms of this Agreement, the Rules and Regulations, and all terms contained in any document referred to in this Agreement, as they may be changed.

**18. ZONING, USE PERMIT AND OWNER INFORMATION:** The zoning under which the Park operates is MHP - Mobilehome Park. The permits under which the Park operates are not subject to expiration or renewal. The Park is not located on land which we lease from someone else, but we do have the option to enter into such a lease at any time in the future. If we exercise this option, we will notify you of the expiration date of the lease.

**19. TRANSFER OF PARK'S INTEREST:** If we sell or transfer our interest in the Park to anyone else, we will be automatically relieved of our obligations under this Agreement which occur after the date of the sale/transfer.

**20. NOTICES:** All notices required or allowed by this Agreement must be in writing. Except for notices terminating your tenancy, the service of any other notice on you will be valid if it is personally served on you or mailed to you at your address in the Park by First Class United States Mail, postage prepaid.

**21. WAIVER:**

**21.1** If you fail to meet any of your obligations under this Agreement, a delay or omission by us in exercising any right or remedy we have because of your default will not impair any of our rights or remedies against you, nor will it be considered a waiver by us of any right or remedy. No waiver by us of our right to enforce any provision of this Agreement after any default on your part will be effective unless it is made in writing and signed by us, nor will it be considered a waiver of our rights to enforce each and every provision of this Agreement upon any further or other default on your part. Our acceptance of rent will also not be a waiver of any breach by you of any term or provision of this Agreement, including any rule, regulation or other term or provision contained in any document referred to in this Agreement.

**21.2** Any delay, omission, or mistake by us in exercising any right to make any of the increases allowed by paragraph 2 of this Agreement or other provisions of this Agreement will not impair any of our rights or be considered to be a waiver by us. Instead, we may, at any time, correct our delay, omission, or mistake and collect from you the full

increase retroactive to the date we could have first collected it from you. This will be true even though we may have accepted payment from you of a lesser amount. Examples include: We make an error and do not send a rent increase notice ninety (90) days in advance of your normal rent increase anniversary date. Although you will still be entitled to a 90-day notice, we may send that notice at a later date and retroactively collect the full amount of the increase to your normal rent increase anniversary date. Or, because of a miscalculation or clerical error, we did not charge you the full amount of an increase we are permitted to make. When we discover that error, we may send you a notice and retroactively collect from you the full amount of the increase.

**22. ENTIRE AGREEMENT:** Please understand that our Park Manager, other personnel, mobilehome dealers, the selling homeowner or sales person who sold you your mobilehome and other persons are not authorized to make any representations or agreements with you about the Park unless those agreements and representations are contained in this Agreement and the other documents and posted signs referred to in it. Therefore, you agree that this Agreement and the other documents and posted signs referred to in it are the entire agreement between you and us regarding the subjects covered by this Agreement, other documents and signs. This Agreement completely supersedes and replaces any and all prior and contemporaneous agreements, representations and understandings of you, any other person, or us.

**23. ATTORNEY'S FEES:** Attorney's fees and costs may be awarded to you or us per the provisions of the Mobilehome Residency Law, or other laws, including changes to these laws which may occur in the future. The same is true of any other litigation, disputes covered by the "RESOLUTION OF DISPUTES" provisions of this Agreement, between the two of us that is not covered by the Mobilehome Residency Law or other laws.

**24. HEADINGS AND FORMATTING:** The titles of the paragraphs and subparagraphs in this Agreement or in other documents or posted signs are only for convenience and under no circumstances are they to be considered as any part of this Agreement. You agree that this Agreement is to be considered a typed, not printed document, so that any legal requirements regarding printed documents are not applicable.

**25. PARTIAL INVALIDITY:** If any part of this Agreement or any document referred to in it is, in any way, invalid or unenforceable, the remainder of this Agreement or the other document shall not be affected, and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of this Agreement, or any document referred to in this Agreement, is, in any way, invalid or unenforceable to any person or circumstance. The preceding shall not, however, at our sole option, be applicable if our ability to charge for or increase the amount of rent, utilities, or make other charges provided for by this Agreement is held in any way, in whole or in part, to be invalid or unenforceable. In such circumstances, we may, at our sole option, either keep this Agreement in full force and effect or terminate this Agreement or convert your tenancy under this Agreement to a 12-month or less tenancy.

**26. ALTERATION OF THIS AGREEMENT:** This Agreement may be changed only as provided for by this Agreement or by a written agreement signed by you and us or by operation of law. This Agreement will be construed and interpreted as though both of us had written it together, not as if it had been written by us alone.

**27. DEFINITIONS OF OWNER OF THE PARK, HOMEOWNERS, RESIDENTS, SALE OF MOBILE-HOME AND BUYER:** The terms "we," "us," and other similar terms used in this Agreement which refer to the owners and the operators of the Park include all owners of the Park and their partners, shareholders, directors, representatives, officers, employees and agents, and their successors and assigns. The term "Park" means the mobilehome park identified in this Agreement. The term "you," "Homeowners," "residents" or any other similar term used in this Agreement which refer to the person(s) who has signed this Agreement or signed another document accepting an assignment of this Agreement includes not only those persons but all members of their household who resided with them at the time this Agreement, or another document accepting an assignment of this Agreement, was signed who had been approved by us for residency in the Park or who were subsequently approved by us for residency in the Park. Note: To shorten this Agreement, the term "sale" is used to refer to any sale or other transfer of the mobilehome and/or any assignment or other transfer of the right to occupy the Space. The term "buyer" is used to refer to anyone buying or otherwise acquiring the mobilehome and/or acquiring the right to occupy the Space by an assignment or other method permitted by this Agreement. Other similar terms consistent with the preceding have also been used.



28. **HOLDOVER TENANCY:** If you continue to live in the Park after the term of this Agreement has expired or it has been terminated (including any extension of the initial term we agree to), and you have not signed a new rental or lease agreement with us, you shall be on a month-to-month tenancy. During that month-to-month tenancy, you will pay all rent and other charges required by this Agreement and all the terms and provisions of this Agreement, including the "Resolution of Disputes" provisions will continue to apply to you. We may, however, increase the rent or charges you pay or change any other terms of this Agreement upon ninety (90) days' written notice to you.

29. **COUNTERPARTS:** This Agreement may be signed in duplicate copies, each of which shall be considered an original, but all of which taken together will be one and the same document.

30. **EXHIBITS:** Each exhibit or other document referred to in this Agreement is attached or enclosed and incorporated in this Agreement by this reference.

31. **OWNER'S APPROVAL AND OPTIONS:** All references in this Agreement and documents it refers to that our approval is required or other similar terms indicating our approval must be obtained by you means you must obtain our prior written approval by submitting a written request to us which describes what you want to do. References in this Agreement that we may, at our option, adjust or increase rents up to or by a certain amount or do anything else at our option, means we have the right, if we wish, to do so.

32. **STATUTE OF LIMITATION: ANY LAWSUIT OR OTHER ACTION AGAINST US MUST BE FILED BY YOU WITH THE COURT NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE OR CLAIM. IF YOU DO NOT FILE THE LAWSUIT OR OTHER ACTION AGAINST US WITH THE COURTS WITHIN THIS ONE (1) YEAR TIME PERIOD, YOU WILL HAVE NO RIGHT TO PROSECUTE OR PURSUE THE LAWSUIT OR OTHER ACTION AND YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY OF THE CLAIMS, DAMAGES, OR OTHER ALLEGATIONS AND RELIEF ASSERTED IN THE LAWSUIT OR OTHER ACTION. IF THE RESOLUTION OF DISPUTES PROVISIONS OF THIS AGREEMENT ARE APPLICABLE TO YOUR DISPUTE OR CLAIM, THEY, TOO, WILL BE SUBJECT TO THE LIMITATIONS OF THIS PARAGRAPH.**

33. **USE AND OCCUPANCY:** Unless otherwise specifically allowed by this Agreement or other documents it incorporates, at all times one of the persons listed on the last page of this Agreement, or on the document assigning this Agreement, must be the "registered" owner of the mobilehome, and that person must regularly occupy the mobilehome, and it must also be their primary residence. When title to the Mobilehome is held in a trust which has been established for the purpose of estate planning one of the person(s) who established the trust must reside in the home on full time basis. You agree that the information you have provided us regarding you, other members of your household and your mobilehome is true and correct. You also agree to promptly notify us, in writing, of any change in this information. Please refer to the Rules and Regulations for further clarification of your use and occupancy of the mobilehome and Space. We, or someone we designate, may conduct a mobilehome sales or rental business in the Park.

34. **INSPECTION:** By signing this Agreement, or accepting an assignment of it, you agree you have carefully inspected the Space you are renting and all of our services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements and facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

35. **ENFORCEMENT OF CONDITIONS OF TENANCY:** You agree that the enforcement of this Agreement, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between us and each resident on an individual basis and the enforcement or the lack thereof by us with regard to any resident shall not result in any damage or injury to, or claim by you. You also agree that you are not a third party beneficiary of any agreement between us and any other residents or person(s).

36. **MAINTENANCE OF IMPROVEMENTS:** You are financially responsible to maintain, repair and replace as reasonably necessary your mobilehome and all equipment, structures and other improvements to your mobilehome

and Space in good and safe condition and repair and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: the mobilehome, accessory equipment and structures, fences, driveways (except park installed driveways), trees (except trees which present a specific health and safety violation or hazard), banks, and landscaping. Regardless of whether you are the original homeowner/occupant of the Space or of your mobilehome or purchased your mobilehome from a former homeowner who previously lived at your Space, this paragraph applies to you and you are responsible even for those things which were installed by a former owner or resident of the mobilehome or Space, us, or any prior or future owner of the Park. You are financially responsible for insuring at all times that the mobilehome, Space, and their improvements complies with all local, state and federal laws and regulations. (The only exception is any of the Park's utility systems on your Space which are owned by us or a utility company so we or they are responsible for them and park installed driveways.) The preceding includes without limitation such things as: insuring that the drainage is sufficient to prevent water from accumulating on your Space or under your mobilehome or running off so it adversely affects other Spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

**37. CONDEMNATION:** If any portion of the Park is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the Park are or will be affected by the condemnation to the point where, in our sole opinion, it is not economically desirable to continue operations, we will have the right to terminate this Agreement as of the date the condemning authority takes possession. The entire amount of any award for taking of all or any part of a space or the Park or for any other reason under the power of eminent domain will be our property whether such award shall be made as compensation for diminution in value of the leasehold or for taking the fee or the taking of any interest you may have because of this Agreement or any other lease or rental agreement you have with us or your tenancy in the Park. Nothing contained in this paragraph, however, will preclude you from obtaining any award from the condemning authority to you for the loss of or damage to your mobilehome or other removable personal property.

**38. TIME OF ESSENCE:** Time is of the essence in this Agreement and each and every provision thereof.

**39. MODIFICATION FOR LENDER:** If, in connection with our obtaining financing where we use the Park as security, a lender requests reasonable changes in this Agreement as a condition to such financing, you agree to promptly consent to those changes if they do not increase your obligations under this Agreement or materially adversely affect you.

**40. ESTOPPEL CERTIFICATE:** You shall, on our request, sign and deliver to us a written statement certifying that (a) this Agreement is unmodified and in full force and effect (or if there have been modifications that they are in full force and effect as modified; (b) the dates to which the rent and other charges have been paid; (c) the term of this Agreement; (d) the amount of any security deposit; (e) we are not in default nor have we been in the past under any provision of this Agreement or any laws or regulations affecting our obligations; and (f) any other matters as may be reasonably requested by us. Any such statement may be relied on by us or any person we give it to. You will be in default of this Agreement if you fail to do the above within 10 days of your receipt of a written request for such statement. We may, at our option, treat your failure to sign and deliver this document to us as your agreement to the information we've requested and that we are not in default nor have we been in the past under any provision of this Agreement or any laws, or regulations affecting our obligations to you.

**41. LIMITATION OF OUR LIABILITY:** In consideration of this Agreement, you agree that, in the event of any actual or alleged failure, breach or default by us under this Agreement or otherwise, your sole and exclusive remedy shall be against the value of our mobilehome park which is identified in this Agreement as the Park (including any insurance policies of us or the Park), not other property or assets which we may own.

**42. MEGAN'S LAW:** The California Department of Justice, sheriff's departments, other local law enforcement authorities maintain for public access a database of the locations of persons required to register as an identified sex offender. The database is updated on a quarterly basis and a source of information about the presence of these individuals is any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line

through which inquires about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. There is a charge for "900" calls information regarding neighborhoods is not available through the "900" telephone service.

**The phone numbers to call for information: (714) 960-8843**

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.Meganslaw.ca.gov](http://www.Meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

43. **EXECUTION:** The Agreement is signed by you at 1:43 o'clock P.m., on 1-26-2006  
This Agreement is signed by us on 1-26, 2006

**NOTE TO NEW RESIDENTS: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS YOU COMPLETE THE PURCHASE OF THE MOBILEHOME AND IF YOU DO NOT, YOU WILL HAVE NO RIGHTS OF TENANCY IN THE PARK.**

**PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT AND ALL OF THE OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT.**

**I/WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT WHICH CONSIST OF THIS MOBILEHOME RENTAL AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN IT.**

**I/WE HAVE BEEN ADVISED BY REPRESENTATIVES OF THE PARK THAT I/WE HAVE THE RIGHT TO CONSULT A LAWYER AND GET THE LAWYER'S ADVICE BEFORE SIGNING THIS AGREEMENT.**

**[ ] RESIDENT(S)' INITIALS: \_\_\_\_\_ I/WE HAVE TAKEN THIS AGREEMENT TO A LAWYER BEFORE SIGNING IT. THE LAWYER IS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**[ ] RESIDENT(S)' INITIALS: JK I/WE HAVE DECLINED TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.**

**NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES" WILL BE DECIDED BY A NEUTRAL REFEREE AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PARAGRAPH 6 OF THIS AGREEMENT.**

**HOMEOWNER(S) SIGNATURE(S)**

*Ana Ryay*

**RANCHO DEL REY MOBILE HOME ESTATES**

By: *Wilda Mascherishi*

---

Person(s) in addition to the above who  
will reside in the above Space for whom  
applications for residency were submitted  
and approved.

---

---

---

---

## **EXHIBIT 2**

**WARNING : This Notice is the 3rd three day notice for non-payment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code 798.56(e) (5), if you have been given a three day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated.**

**THREE (3) DAY NOTICE TO PAY RENT OR QUIT  
& SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION**

TO: LISA RYAN and to all Other Residents or Occupants in Possession of the mobile home located at the premises herein referred to and commonly known as:

**16222 Monterey Lane, Space 376, Huntington Beach, California 92649**

**THIS IS TO NOTIFY YOU** that there is now due and unpaid rent in the total sum of **\$1,086.00** at the rental rate of \$1,086.00 per month, being the rent due from June 1, 2018 through June 30, 2018.

**WITHIN THREE DAYS** after the service on you of this notice, you are hereby required to pay the said rent for the premises to the park owner or manager, or the owner of said premises will institute legal proceedings against you to declare the forfeiture of the rental agreement under which you occupy the said premises and to recover possession of said premises, together with court costs and attorney's fees. You are further notified that the undersigned elects to and does declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises if the rent is not paid within three (3) days after service on you of this Notice.

The name, telephone number, and address of the person to whom your payment must be made is as follows:

Name: Rancho Del Rey MHE Telephone: 714-846-1429  
Address: 16222 Monterey Lane, Park Office, Huntington Beach, CA 92647

If payment is to be made personally, the usual days and hours of the person available to receive rent at the aforementioned address are:

Days: Monday through Friday Hours Available: 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

**THIS NOTICE IS INTENDED AS A THREE-DAY NOTICE TO PAY RENT OR QUIT AS PROVIDED  
BY CALIFORNIA LAW.**

**THIS IS TO FURTHER NOTIFY YOU** that pursuant to the Rental Agreement and Park Rules and Regulations under which you now hold possession of the above-described premises, you agreed to abide and conform with the Rental Agreement and Park Rules and Regulations.

Pursuant to California Civil Code 798.56(e) you are hereby notified that the above acts or omissions constitute a failure on your part to comply with the Park's Rental Agreement and Rules and Regulations.

THEREFORE, THIS IS TO NOTIFY YOU that if you do not pay the rent specified above within three days, you are required to quit said premises within sixty (60) days after service of this Notice upon you and deliver up possession of same to the park owner or manager or legal proceedings for unlawful detainer will be instituted against you by the owners of the premises to declare said Rental Agreement forfeited, as of this date, and recover possession of said premises, together with court costs and attorney's fees.

As required by law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

**THIS NOTICE IS INTENDED AS A SIXTY-DAY NOTICE TO TERMINATE POSSESSION AS PROVIDED BY CALIFORNIA LAW.**

YOU ARE FURTHER NOTIFIED that by this Notice the undersigned elects to and does hereby declare the forfeiture of said Rental Agreement for your failure to abide by and conform with said Rental Agreement or Rules and Regulations as hereinbefore specifically enumerated.

Dated: June \_\_\_\_, 2018

\_\_\_\_\_  
(Park Management)

**EXHIBIT 3**

000812

EXHIBIT 2, PAGE 31



**WARNING :** This Notice is the 3rd three day notice for non-payment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code 798.56(e) (5), if you have been given a three day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated.

### **THREE (3) DAY NOTICE TO PERFORM COVENANTS OR QUIT & SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION**

TO: LISA RYAN and to all Other Residents or Occupants in Possession of the mobile home located at the premises herein referred to and commonly known as:

**16222 Monterey Lane, Space 376, Huntington Beach, CA 92649**

**THIS IS TO NOTIFY YOU** that the Rental Agreement under which you hold possession of the above premises requires performance on your part of the following covenants or agreements, which you have failed to perform. **THIS IS TO FURTHER NOTIFY YOU** that there is now due and unpaid the following utility charges:

<b>Charge</b>	<b>Time Period</b>	<b>Amount</b>
Gas	April 18, 2018 through May 17, 2018	\$24.06
Electricity	April 18, 2018 through May 17, 2018	\$120.07
Water	April 18, 2018 through May 17, 2018	\$24.96
		<b>TOTAL: \$169.09</b>

**THIS IS TO FURTHER NOTIFY YOU** that there is now due and unpaid the following additional charges

<b>Charge</b>	<b>Time Period</b>	<b>Amount</b>
Trash	June 1, 2018 through June 30, 2018	\$17.36
Sewer	June 1, 2018 through June 30, 2018	\$22.46
		<b>TOTAL: \$39.82</b>

**THE TOTAL AMOUNT DUE IS: \$208.91**

**WITHIN THREE DAYS** after the service on you of this Notice, you are hereby required to pay the said charges and thereby perform the covenants agreed upon to the Park owner or manager, or the owner of said premises will institute legal proceedings against you to declare the forfeiture of the Rental Agreement under which you occupy the said premises and to recover the possession of said premises, together with court costs and attorney's fees. You are further notified that the undersigned elects to and does declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises if the above-described covenants are not performed within three (3) days after the service on you of this Notice.

The name, telephone number, and address of the person to whom your payment must be made is as follows:

Name: Rancho Del Rey MHE Telephone: 714-846-1429  
Address: 16222 Monterey Lane, Park Office, Huntington Beach, CA 92649

If payment is to be made personally, the usual days and hours of the person available to receive rent at the aforementioned address are:

Days: Monday through Friday Hours Available: 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

**THIS NOTICE IS INTENDED AS A THREE-DAY NOTICE TO PERFORM COVENANTS OR QUIT  
AS PROVIDED BY CALIFORNIA LAW.**

THIS IS TO FURTHER NOTIFY YOU that pursuant to the Rental Agreement and Park Rules and Regulations under which you now hold possession of the above-described premises, you agreed to abide and conform with the Rental Agreement and the Park Rules and Regulations.

Pursuant to California Civil Code 798.56(e) you are hereby notified that the above acts or omissions constitute a failure on your part to comply with the Park's Rental Agreement and the Park Rules and Regulations.

THEREFORE, THIS IS TO NOTIFY YOU that if you do not pay the covenants specified above within three days, you are required to quit said premises within sixty (60) days after service of this Notice upon you and deliver up possession of same to the Park owner or manager or legal proceedings for unlawful detainer will be instituted against you by the owners of the premises to declare said Rental Agreement forfeited, as of this date, and recover possession of said premises, together with court costs and attorney's fees.

As required by law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

**THIS NOTICE IS INTENDED AS A SIXTY-DAY NOTICE TO TERMINATE POSSESSION AS  
PROVIDED BY CALIFORNIA LAW.**

YOU ARE FURTHER NOTIFIED that by this Notice the undersigned elects to and does hereby declare the forfeiture of said Rental Agreement for your failure to abide by and conform with said Rental Agreement or Rules and Regulations as hereinbefore specifically enumerated.

Dated: June \_\_\_\_\_, 2018

\_\_\_\_\_  
(Park Management)

**WARNING :** This Notice is the 3rd three day notice for non-payment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code 798.56(e) (5), if you have been given a three day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated.

**THREE (3) DAY NOTICE TO PERFORM COVENANTS OR QUIT  
& SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION (LATE FEES)**

TO: LISA RYAN and to all Other Residents or Occupants in Possession of the mobile home located at the premises herein referred to and commonly known as:

**16222 Monterey Lane, Space 376, Huntington Beach, CA 92649**

**THIS IS TO NOTIFY YOU** that the Rental Agreement under which you hold possession of the above premises requires performance on your part of the following covenants or agreements, which you have failed to perform. **THIS IS TO FURTHER NOTIFY YOU** that there is now due and unpaid the following utility charges:

<b>Charge</b>		<b>Time Period</b>	<b>Amount</b>
Returned check fee	June 2018	through	20.00
		through	
			<b>TOTAL:</b>

**THIS IS TO FURTHER NOTIFY YOU** that there is now due and unpaid the following additional charges

<b>Charge</b>		<b>Time Period</b>	<b>Amount</b>
		through	
		through	
		through	
			<b>TOTAL: \$20.00</b>

**THE TOTAL AMOUNT DUE IS: \$20.00**

**WITHIN THREE DAYS** after the service on you of this Notice, you are hereby required to pay the said charges and thereby perform the covenants agreed upon to the Park owner or manager, or the owner of said premises will institute legal proceedings against you to declare the forfeiture of the Rental Agreement under which you occupy the said premises and to recover the possession of said premises, together with court costs and attorney's fees. You are further notified that the undersigned elects to and does declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises if the above-described covenants are not performed within three (3) days after the service on you of this Notice.

The name, telephone number, and address of the person to whom your payment must be made is as follows:

Name: Rancho Del Rey MHE Telephone: 714-846-1429  
Address: 16222 Monterey Lane, Park Office, Huntington Beach, CA 92649

If payment is to be made personally, the usual days and hours of the person available to receive rent at the aforementioned address are:

Days: Monday through Friday Hours Available: 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

**THIS NOTICE IS INTENDED AS A THREE-DAY NOTICE TO PERFORM COVENANTS OR QUIT  
AS PROVIDED BY CALIFORNIA LAW.**

THIS IS TO FURTHER NOTIFY YOU that pursuant to the Rental Agreement and Park Rules and Regulations under which you now hold possession of the above-described premises, you agreed to abide and conform with the Rental Agreement and the Park Rules and Regulations.

Pursuant to California Civil Code 798.56(e) you are hereby notified that the above acts or omissions constitute a failure on your part to comply with the Park's Rental Agreement and the Park Rules and Regulations. THEREFORE, THIS IS TO NOTIFY YOU that if you do not pay the covenants specified above within three days, you are required to quit said premises within sixty (60) days after service of this Notice upon you and deliver up possession of same to the Park owner or manager or legal proceedings for unlawful detainer will be instituted against you by the owners of the premises to declare said Rental Agreement forfeited, as of this date, and recover possession of said premises, together with court costs and attorney's fees.

As required by law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.


**THIS NOTICE IS INTENDED AS A SIXTY-DAY NOTICE TO TERMINATE POSSESSION AS  
PROVIDED BY CALIFORNIA LAW.**

YOU ARE FURTHER NOTIFIED that by this Notice the undersigned elects to and does hereby declare the forfeiture of said Rental Agreement for your failure to abide by and conform with said Rental Agreement or Rules and Regulations as hereinbefore specifically enumerated.

Dated: June \_\_\_\_\_, 2018

\_\_\_\_\_  
(Park Management)



  
\_\_\_\_\_  
Signature of Person Serving Notice

## VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☒ I am ☐ an Officer ☐ a partner ☒ a N AGENT of HOUSER BROS. CO., a California general partnership dba RANCHO DEL REY MOBILE HOME ESTATES, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am one of the attorneys for \_\_\_\_\_ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.Executed on AUGUST 10, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WILDA J. MASKULINSKI

Type or Print Name

## PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

Signature

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of \_\_\_\_\_, State of California.

I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On, \_\_\_\_\_ I served the foregoing document described as \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:  
☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

## BY MAIL

☐ \*I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at \_\_\_\_\_ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ \*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal  
Solutions  
& Plus

Rev. 7/99

000820

EXHIBIT 3



172

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701 <input type="checkbox"/> Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683	FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER OCT 18 2018 DAVID H. YAMASAKI, Clerk of the Court BY: _____ DEPUTY
PLAINTIFF: <u>Houser Bros Co.</u>  DEFENDANT: <u>Lisa Ryan</u>	
<b>STIPULATION FOR ENTRY OF JUDGMENT - UNLAWFUL DETAINER</b> Limited Civil	CASE NUMBER: <u>1013582</u>

IT IS STIPULATED by and between the plaintiff(s): Houser Bros. Co DBA Rancho Del Rey  
 and defendant(s): Lisa Ryan Mobile Home Estates

- ☒ that plaintiff(s) be awarded possession of the premises located at: 16222 Monterey Lane Space 376 Huntington Beach CA 92649 and the mobilehome on that space - 92649  
☒ includes forfeiture of the lease  
☒ and that a money judgment be granted in favor plaintiff(s) as follows:  
\$ 6222 33 Rent & Damages, \$2166.00 Attorney fees, \$ 347.71 Costs, for a  
 TOTAL SUM OF \$ 8,743.07, plus interest after judgment at the legal rate.  
☒ A writ of possession is to issue forthwith, but no final lockout prior to: November 4, 2018

☐ **STIPULATION FOR PAYMENTS**

Defendant agrees to pay installments of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month commencing on \_\_\_\_\_ until paid in full; if any payment is more than \_\_\_\_\_ days late, the entire amount will become due and payable immediately. Sealed per CCP 1161.2 -  
☒ Judgment is to be entered immediately ☐ Judgment is only to be entered upon default in payments

☐ **PLAINTIFF(S) AND DEFENDANT(S) FURTHER STIPULATE AS FOLLOWS:**

Defendant to vacate property on or November 3, 2018  
Plaintiff is entitled to writ of possession with no lockout  
prior to November 4, 2018 Defendant shall retain  
the right to sell the mobilehome for 120 day  
sale to proceed via escrow. If escrow does not close  
on or before Feb 18, 2019 Plaintiff is entitled  
to notice and execute a warehouse lien pursuant to CC 798.

I/we the defendant(s), understand that I/we have the right to: (1) have an attorney present; (2) notice and/or hearing of any default of terms of the stipulation; (3) I/we give up these rights. (c)(1)

Date: 10/18/18 Kathryn Gustis PLAINTIFF/ATTORNEY  
 Date: 10/18/2018 Lisa Ryan DEFENDANT/ATTORNEY

JUDGMENT IS HEREBY ORDERED ON ALL TERMS OF THE FOREGOING STIPULATION.

Date: 10/18/2018 [Signature] Judge/Commissioner of the Superior Court\*  
 (\*sign only if judgment is to be entered immediately)

**STIPULATION FOR ENTRY OF JUDGMENT- UNLAWFUL DETAINER**

292

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701 <input type="checkbox"/> Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683	FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER <b>OCT 18 2018</b> DAVID H. YAMASAKI, Clerk of the Court BY: _____, DEPUTY
PLAINTIFF: <u>Huaso Bros. Con</u> DEFENDANT: <u>Lisa Ryan</u>	CASE NUMBER: <u>1013582</u>
<b>STIPULATION FOR ENTRY OF JUDGMENT - UNLAWFUL DETAINER</b> Limited Civil	

IT IS STIPULATED by and between the plaintiff(s): \_\_\_\_\_  
 and defendant(s): \_\_\_\_\_

- ☐ that plaintiff(s) be awarded possession of the premises located at: \_\_\_\_\_ ☐ includes forfeiture of the lease
- ☐ and that a money judgment be granted in favor plaintiff(s) as follows:  
 \$ \_\_\_\_\_ Rent & Damages, \$ \_\_\_\_\_ Attorney fees, \$ \_\_\_\_\_ Costs, for a  
 TOTAL SUM OF \$ \_\_\_\_\_, plus interest after judgment at the legal rate.
- ☐ A writ of possession is to issue forthwith, but no final lockout prior to: \_\_\_\_\_

☐ **STIPULATION FOR PAYMENTS**

Defendant agrees to pay installments of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month commencing  
 on \_\_\_\_\_ until paid in full; if any payment is more than \_\_\_\_\_ days late, the entire amount will  
 become due and payable immediately.

- ☐ Judgment is to be entered immediately ☐ Judgment is only to be entered upon default in payments

☐ **PLAINTIFF(S) AND DEFENDANT(S) FURTHER STIPULATE AS FOLLOWS:**

The warehouse lease will be for the full amount  
of unpaid rent, utilities and attorney fees (\$2166.00)  
and cost (\$347.71) at the time of the auction  
the sale of the mobile home shall require a  
plaintiff shall review all prospective buyers  
in accordance with the MRL (CC 798 et seq)  
and shall cooperate w/ matter to provide N facilitate sale

I/we the defendant(s), understand that I/we have the right to: (1) have an attorney present; (2) notice and/or hearing of any  
 default of terms of the stipulation; (3) I/we give up these rights.

Date: 10/18/18 [Signature] PLAINTIFF/ATTORNEY  
 Date: 10/18/2018 [Signature] DEFENDANT/ATTORNEY

**JUDGMENT IS HEREBY ORDERED ON ALL TERMS OF THE FOREGOING STIPULATION.**

Date: 10/18/2018 [Signature] Judge/Commissioner of the Superior Court\*  
 (\*sign only if judgment is to be entered immediately)

**STIPULATION FOR ENTRY OF JUDGMENT- UNLAWFUL DETAINER**

000823

EXHIBIT 4



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**CERTIFICATE OF TITLE**

Manufactured Home

Decal No: **LBM1081**

Manufacturer ID/Name		Trade Name		Model		DOM		DFS		RY	Exp. Date
90002 SKYLINE HOMES INC		CUSTOM VILLA				05/29/2014		07/28/2014			
Serial Number		Label/Insignia Number		Weight	Length	Width	SPC	SCC	Exempt	Use	Type
AC7V710394GB AC7V710394GA		PFS1130281 PFS1130282		22,383 25,068	56' 60'	15' 2" 15' 2"		30		SFD	LPT
								Issued Sep 10, 2014		Total Fees Paid \$91.00	

**Addressee**

LISA T RYAN  
 16222 MONTEREY LN 376  
 HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

LISA T RYAN  
 16222 MONTEREY LN 376  
 HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN 376  
 HUNTINGTON BEACH, CA 92649

**IMPORTANT**  
 THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT.  
 THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 8169431

NOV 16 2018

09102014 - 244

10670236

✓  
 a  
 Pub



**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/1/2018 at Huntington Beach, CA  
 Date City State  
 Signature [Signature] Printed Name LISA T RYAN

**SECTION B - RELEASING SIGNATURES**

1a. [Signature] Date of Release 11/1/2018  
 Releasing Signature of Registered Owner  
 1b. [Signature] Date of Release \_\_\_\_\_  
 Releasing Signature of Registered Owner  
 2. [Signature] ☒ Release ☐ Retain ☐ Assign Interest  
 Legal Owner of Record (If any) sign and check appropriate box  
 (\* If Assign Interest is checked - Complete New Legal Owner Below)

**SECTION C - NEW OWNER INFORMATION****NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. J-Sandcastle Co, LLC 3c. \_\_\_\_\_  
 New Registered Owners Name New Registered Owners Name  
 3b. \_\_\_\_\_ 3d. \_\_\_\_\_  
 New Registered Owners Name New Registered Owners Name  
 If more than one New Owner going onto title, please check the appropriate Co-owner term box.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship  
 4. 16222 Monterey Ln # 376 Huntington Beach CA 92649  
 Mailing Address of New Registered Owner City/State Zip Code  
 5. Same as Above \_\_\_\_\_  
 Actual Location Address of Unit City/State Zip Code  
 6. #225,000 / 175,000 11-1-18  
 Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date  
 7a. J-Sandcastle Co, LLC [Signature] Signature of New Registered Owners  
 Signature of New Registered Owners  
 7b. \_\_\_\_\_ 7d. \_\_\_\_\_  
 Signature of New Registered Owners Signature of New Registered Owners

**NEW LEGAL OWNER - Please Print or Type Clearly**

8a. \_\_\_\_\_ 8b. \_\_\_\_\_  
 New Legal Owners Name New Legal Owners Name  
 If more than one New Lender going onto title, please check the appropriate Co-owner term box below.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship  
 9. \_\_\_\_\_  
 Mailing Address of New Legal Owner City/State Zip Code

**NEW JUNIOR LIENHOLDER - Please Print or Type Clearly**

10a. \_\_\_\_\_ 10b. \_\_\_\_\_  
 New Junior Lienholder Name New Junior Lienholder Name  
 11. \_\_\_\_\_  
 Mailing Address of New Junior Lienholder City/State Zip Code

**SECTION D - RELEASE OF DEALERS**

12. \_\_\_\_\_  
 Signature of Selling Dealer Print Dealers Name and Dealer Number





**State of California**  
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM  
 PO Box 2111 Sacramento CA 95812-2111  
 1 800 952-8356  
 www.hcd.ca.gov



**NOTICE OF SALE OR TRANSFER**

**ATTENTION: THIS FORM IS TO BE USED ONLY WHEN YOU SELL OR TRANSFER YOUR MOBILEHOME OR COMMERCIAL COACH. AT THAT TIME COMPLETE, SIGN, AND RETURN TO THE ADDRESS STATED ABOVE TO REPORT THE CHANGE OF OWNERSHIP.**

**SECTION I:** Enter the following information that describes your unit: Decal/License plate number(s), Serial(s) number, and Trade name of Unit.

**SECTION II:** Enter the sale price and the date of sale/transfer including the month, day, and year.

**SECTION III:** Enter the full name and mailing address of the new owner/buyer(s).

**SECTION IV:** Enter date, city, and state indicating where and when this form is being executed. SELLER(S) MUST SIGN and print their names(s).

SECTION I. DESCRIPTION OF UNIT		
Decal Number(s)	Serial Number(s)	Trade Name
LBM1081	AC7V710394GB AC74710394GA	Custom Villa

**SECTION II. SALE OR TRANSFER INFORMATION**

For the sum of \$ 225,000 the receipt of which is hereby acknowledged, I/we did sell, transfer and deliver to the purchaser/owner named below, on 11-1-18 my/our right title and interest in the unit described above.  
Date of Transfer

**SECTION III. NAME OF PURCHASER/NEW OWNER:**

Name: J-Sandcastle Co, LLC  
ITS MANAGER JAMIE L. GALLIAN

Address: 5782 PINON Dr.

City: Huntington Bch State: CA Zip Code: 92649

**SECTION IV. CERTIFICATION AND RELEASE**

I/we certify under penalty of perjury under the laws of the State of California that: 1) I/We are the lawful owner(s) of the unit, and 2) I/We have the right to sell it, and 3) I/We guarantee and will defend the title to the unit against the claims and demands of any and all persons arising prior to this date, and 4) the unit is free of all liens and encumbrances.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed On 11/1/2018 at Huntington Beach CA  
Date City State

Signature of Sellers: [Signature] [Signature] 11/15/2018

Printed Name: LISA T RYAN







000829

EXHIBIT 6

**J-SANDCASTLE CO, LLC**  
**714-321-3449**

November 19, 2018

Rancho Del Rey  
Mobile Home Estates  
16222 Monterey  
Huntington Beach, CA 92649

Attn: Ms. Kathryn Curtiss

Dear Ms. Curtiss,

Thank you for the opportunity to submit this application for residency in the RDR Mobile Home Estates.

I have been looking for several months in the park. With no luck finding a unit that was the size I wanted or the amenities I desired, Five Star returned my \$500.00 several weeks ago.

I looked many times at unit 376, and I believe I have found a beautiful model I can enjoy.

J-Sandcastle Co, LLC entered into a soft purchase contract with Ms. Ryan on November 1, 2018.

J-Sandcastle Co. LLC has satisfied the Property Tax Liabilities and has successfully obtained Tax Clearance Certificate from the County of Orange Tax Assessor.

J-Sandcastle Co, LLC entered into Sales Contract with Ms. Ryan on November 15, 2018.

On November 16, 2018, after J-Sandcastle Co., LLC satisfied the outstanding debt owed by Ms. Ryan, Ms. Ryan and J-Sandcastle Co. LLC successfully

executed Transfer of title of the home known as 16222 Monterey Lane Sp 376 Huntington Beach CA.

J-Sandcastle Co. LLC would like to submit payment in satisfaction of the judgment entered in favor of Houser Bros Co by Cashiers Check attached in the amount \$ 8,743.07. I fully anticipate there will be accruing rents due from October 18, 2018 to close the previous tenants account.

J-Sandcastle Co., LLC and Jamie L Gallian, anxiously await your review of the attached documents for occupancy and residency.

Ms. Gallian and Ms. Ryan have agreed to a peaceful transition and we wish Ms. Ryan well.

J-Sandcastle Co LLC has obtained Ms. Ryan's cooperation in vacating the home. Ms. Ryan has signed and entered into agreement with a commitment to me that she will continue moving out of the home and the home will be vacated completely by Ms. Ryan on or before Sunday, November 25, 2018.

On Monday, November 26, 2018, Ms. Ryan's realtor First Team Real Estate, Agent Nickie Hoover, will conduct a Final walk through of the home with J-Sandcastle Co, LLC, Jamie Gallian and Ms. Ryan.

On or before November 26, 2018, J-Sandcastle Co. LLC and Jamie Gallian respectfully requests consideration and would like to enter into a lease agreement with RDR Mobile Home Estates for residency.

Thank you for time in consideration of the foregoing.

If you have any questions or concerns, please feel free to contact me at your earliest convenience.

Yours truly,

*J-SANDCASTLE CO., LLC*

J-Sandcastle Co. LLC

*Jamie L Gallian*

Its Member, Jamie L. Gallian

**APPLICATION FOR RESIDENCY**

Western  
Manufactured Housing Communities  
Association

(Each person desiring residency must complete a separate application.)

IN Rancho Del Rey Mobile Home Estates  
(Community Name)

**Personal**

Name of Person Making Application: J-Sandcastle Co., LLC Jamie Gallian, Its Member

Phone Number: 714-321-3449

Date (of application): 11-18-18

Present Address: 5782 Pinon Drive Huntington Beach, CA 92649

City State Zip

Social Security Number: EIN 83-2453659 Driver's License Number: \_\_\_\_\_

Email: jamiegallian@gmail.com Date of birth: \_\_\_\_\_

Name(s) of Other Person(s) Who Will Be Occupying Homesite: Jamie L Gallian DOB 11-16-1962 56yo

Relationship(s): J-Sandcastle Co., LLC Jamie Gallian, Its Member

Social Security Number(s): 550-49-3936

Driver's License Number(s) V8040742

**Previous Residency**

Present Landlord or Mortgage Co.: Henry Newton Yrs. < 1 yr

Address: 6641 Beachview Dr. Huntington Beach, CA 92649 Phone: 714-615-3574

(City) (State) (Zip)

Monthly Rent or Mortgage Payment: \$ 3400.00 plus utilities

Prior Landlord or Mortgage Co.: \_\_\_\_\_ Yrs. \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(City) (State) (Zip)

Monthly Rent or Mortgage Payment: \_\_\_\_\_

Have you ever been asked to terminate your residency elsewhere or have you ever been evicted? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

Have you ever lived in a mobilehome park before? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

Address: \_\_\_\_\_

Dates of Residency: \_\_\_\_\_

Amount of Last Rent: \_\_\_\_\_



Copyright © 2017, WMA.

*Declined -  
Hollis Jamie*



**APPLICATION FOR RESIDENCY**

Page 2

**Vehicles**Number of Automobile(s): 2 Boat(s): \_\_\_\_\_ Other: \_\_\_\_\_

We must have complete descriptions of all vehicles:

Make: CIVIC Model: Honda Year: 2001 License No.: 7UJZ768 State: CA

Financed By: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Make: Sportage Model: Kia Year: 2011 License No.: 6RMM094 State: CA

Financed By: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License No.: \_\_\_\_\_ State: \_\_\_\_\_

Financed By: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Employment**Employer: United Airlines Phone: 310-431-2807Address: 8 World Way City: Los Angeles State/ZIP: CA 90045Position: Flight Attendant Gross Monthly Salary: \$ 4,873.00Immediate Supervisor: Brian Gaughan Length of Employment: Yrs. 19 Mos. \_\_\_\_\_

If not employed, please provide source and amount of means of financial support:

\_\_\_\_\_  
\_\_\_\_\_**Financial**Name of Bank: Chase Bank City: Huntington Bch Acct. No.: 351897860☒ Checking ☐ Savings ☐ Loan

Name of Bank: \_\_\_\_\_ City: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Loan

Credit Card: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ How Long: \_\_\_\_\_

Credit Card: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ How Long: \_\_\_\_\_

Credit Card: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ How Long: \_\_\_\_\_

Net Worth (from back page): \$ 471,600**References**Business: Name: QIP Management City: Newport Beach Phone: 949-677-6666Name: M Ahsan Shahid City: Orange Phone: 714-921-9550Personal: Name: Ron Pierpont City: Orange Phone: 909-202-3145Name: Justin Barclay City: Rialto Phone: 909-631-6668

Copyright © 2017. WMA.

**APPLICATION FOR RESIDENCY**

Page 3

**Emergency**

Person(s) to notify in case of an emergency (other than co-resident):  
 Name: Steve Gallian Relationship: Son  
 Address: 821 W. 16th Street City: Costa Mesa  
 State/ZIP: CA Phone Number: 949-677-7674

**Approved Animals**

If you have dogs and/or cats, please provide the following information:

Name	Age	Type	Color/Description	Height	Weight
<u>Ammie</u>	<u>2</u>	<u>Terrier</u>	<u>White</u>	<u>7"</u>	
<u>Jetta</u>	<u>14</u>	<u>Beagle</u>	<u>Tri-Color</u>	<u>12"</u>	

**Home or Recreational Vehicle to Occupy Homesite**

Make/Model: \_\_\_\_\_ Net Size: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_ Height: \_\_\_\_\_  
 Year: \_\_\_\_\_ Breaker Size: \_\_\_\_\_ amps. License or Decal No.: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_ Value: \_\_\_\_\_  
 Financed by: \_\_\_\_\_  
 Current Location: \_\_\_\_\_  
 Legal Owner Name/Address: \_\_\_\_\_  
 Registered Owner Name/Address: \_\_\_\_\_  
 Junior Lienholder Name/Address (if any): \_\_\_\_\_

The following paragraph should be completed by management and initialed by the prospective resident in the event the park has established minimum age requirements. If there are no age requirements for occupancy, the paragraph should be crossed out.

The undersigned understands and acknowledges that this Park is a "housing for older persons" park with a minimum age requirement of 55 years of age or older for at least one resident and a minimum age requirement of 18 years of age or older for all other residents. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirement. JSC, LLC

The undersigned requests the management to check the above credit references and representations. The undersigned acknowledges that in the event a rental agreement is executed by both the management and the undersigned, it is subject to approval by the management of the undersigned's mobilehome or recreational vehicle as provided in the Rental Agreement.

The undersigned represents and warrants that the above information is true and correct and has been made for the purpose of informing the management of the park. The management has permission to verify any and all information offered on this application. In the event of any misrepresentation by applicant, management will have grounds to cancel any agreement entered in reliance upon the misrepresentation.



Copyright © 2017, WMA.



**APPLICATION FOR RESIDENCY**

Page 4

The undersigned understands that in the event that any of the above information cannot be verified by the management of the Park, the management of the Park has the right to deny the application. The undersigned further understands that Prospective Resident(s) shall have no rights of tenancy until a Rental Agreement has been signed by the Park management and the prospective resident(s).

APPLICANT J-Sandcastle Co, LLC

Jamie L. Gallian, Its Member

DATE 11/18/18*Jamie L Gallian***NET WORTH STATEMENT**

ASSETS		IN DOLLARS	LIABILITIES		AMOUNT
	Bank Office Name & No.	(Omit Cents)		Bank Office Name & No.	(Omit Cents)
CASH	Chase Bank 351897860	\$100,000	NOTES PAYABLE TO BANKS		
STOCKS AND BONDS			OTHER NOTES & ACCOUNTS PAYABLE	Mobilehome Loans Sales Contracts Loans of Life Ins. Policies	0.00
NOTES RECEIVABLE (COLLECT- IBLE)	Relatives & Friends Trust Deeds & Mortgages Other		TAXES PAYABLE	Current Yr's Income Taxes Unpaid Prior Yr's Income Taxes Unpaid Property Taxes Unpaid	PAID THRU 2020 ON MOBILEHOME <\$1600.00>
AC REAL ESTATE	Improved 7V710394GB/GA Unimproved Leasehold Interest Owned	\$ 250,000	OTHER LIABILITIES	Unpaid Interest Total Liabilities	
LIFE INSURANCE	Cash Surrender Value United Arlines/JGALLIAN	\$ 100,000	NET WORTH CALCU- LATION	TOTAL ASSETS	\$ 470,000
OTHER PERSONAL PROPERTY	Vehicles KIA/HONDA/BMW Other	\$20,000		TOTAL LIABILITIES	\$ 0.00
	TOTAL ASSETS	\$471,600		NET WORTH	\$ 471,600

Type text here



Printed Using formaRus.com On-Line Forms Software 11/18

Copyright © 2017, WMA.

## CONSENT TO OBTAIN CONSUMER CREDIT REPORT



Western  
Manufactured Housing Communities  
Association

The undersigned hereby authorizes Rancho Del Rey Mobile Home Estates to obtain a credit report  
(Name of park)  
based upon the information provided in the undersigned's *Application for Tenancy*, and to share any necessary  
personal information from the undersigned's application documents with any credit reporting agency or their  
affiliates.

SO AGREED:

Dated: 11/18/18

J-Sandcastle Co., LLC

Jamie Gallian, Its Manager

*Jamie L Gallian*

(Applicant)

Dated: \_\_\_\_\_

(Applicant)

Dated: \_\_\_\_\_

(Applicant)



Copyright © 2014. WMA.

Printed Using formsRus.com On-Line Forms Software 1/14



## PRIVACY STATEMENT FORM



Western  
Manufactured Housing Communities  
Association

At

Rancho Del Rey Mobile Home Estates

(Name of Community)

we are committed to safeguarding all nonpublic personal information that we may collect during the application process or at any time during your tenancy. We use this information initially for the sole purpose of evaluating your application for residency. Occasionally we use nonpublic personal information in order to collect a debt, for example, when a resident fails to pay the rent.

We collect nonpublic personal information about you from the following sources:

Information we receive directly from you, on forms, and in other communications to or with us, whether in writing, in person, by telephone or any other means.

Information we receive from other sources such as current and former landlords, current employers credit reporting agencies and resident screening services.

The community values your privacy and does not disclose nonpublic personal information to anyone, except as permitted or required by law, or as reasonably necessary in order to establish your identity when communicating with others as discussed above.

We restrict access to nonpublic personal information about you to only those persons who need to know that information in order to perform their job duties. Further, we maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

The undersigned Resident, or prospective Resident, hereby acknowledges receipt of a copy of this notice.

*Jamie L Gallian*

DATED: 11/18/18

J-Sandcastle Co., LLC

Jamie L. Gallian, Its MEMEBER

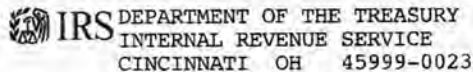
DATED: \_\_\_\_\_

\_\_\_\_\_



Printed Using formsRus.com On-Line Forms Software 1/14

Copyright © 2014. WMA.



J SANDCASTLE CO LLC  
JAMIE LYNN GALLIAN SOLE MBR  
5782 PINON DR  
HUNTINGTN BCH, CA 92649

Date of this notice: 11-07-2018

Employer Identification Number:  
83-2453659

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2453659. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is JSAN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



United Airlines Inc. 16th Floor - HSCPZ 609 Main Street Houston, TX 77002 Ph: 877/825-3729	Pay Group:	SMF-Semimonthly FLT	 <b>Thanks for all you do for United !</b>	Advice #:	000000013858637
	Attendants			Advice Date:	11/01/2018
	Pay Begin Date:	10/01/2018			
	Pay End Date:	10/15/2018			

Jamie Lynn Gallian	Employee ID:	270556	TAX DATA:	Federal	CA State
	Department:	7606-INFLT ASSIGNMENT-LAX	Marital Status:	Single	Married
	Location:	Los Angeles, California	Allowances:	0	0
	Job Title:	Flight Attendant - Domestic	Add. Pct:	0	
			Add. Amt:	0	

HOURS AND EARNINGS							TAXES		
Description	Current			YTD			Description	Current	YTD
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings			
Flight Advance				3,205.65		3,205.66	Fed Withholding	491.17	6,255.52
Quarterly Operations Ince				0.00		450.00	Fed MED/EE	45.76	628.30
Off-Set				0.00		0.00	Fed OASDI/EE	195.66	2,686.54
Flight Advance Recovery				0.00		0.00	CA Withholding	96.94	1,177.27
Imputed Income - Life				0.00		0.40	CA OASDI/EE	31.56	433.31
Per Diem Pay Non Taxable				0.00		2,279.47			
Per Diem Pay Taxable				0.00		134.83			
Profit Sharing				0.00		981.68			
Regular Pay				0.00		32,432.93			
Sick Pay				0.00	36.00	2,297.60			
Vacation				0.00	67.02	4,238.34			
Future Vacation - FLT BID				0.00	13.00	822.12			
<b>TOTAL:</b>		<b>0.00</b>	<b>0.00</b>	<b>3,205.65</b>	<b>116.02</b>	<b>46,842.63</b>	<b>TOTAL:</b>	<b>861.09</b>	<b>11,180.94</b>

\* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	4.64	115.80	401(k) Loan 1	489.42	7,853.36			
Medical - Pre Tax	40.29	1,000.93	401(k) Loan 2	195.14	3,232.43			
Vision Care Pre Tax	4.95	120.87	AFA Dues	0.00	450.00			
401(k) Deferral	0.00	314.30	GUL - Dependent Post Tax	0.00	83.58			
			GUL - Employee Post Tax	0.00	1,183.25			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
<b>TOTAL:</b>	<b>49.88</b>	<b>1,551.90</b>	<b>TOTAL:</b>	<b>688.56</b>	<b>15,594.80</b>	<b>TOTAL:</b>		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	3,205.65	3,155.77	861.09	738.44	1,606.12
YTD	46,842.63	43,016.95	11,180.94	17,146.70	18,514.99

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Deposit Amount
Advice #000000013858637	Checking	xxxx6018	\$1,606.12
<b>TOTAL:</b>			<b>\$1,606.12</b>

NON-NEGOTIABLE

United Airlines Inc.  
16th Floor - HSCPZ  
609 Main Street  
Houston, TX 77002  
Ph: 877/825-3729

Pay Group: SMF-Semimonthly Fit  
Attendants  
Pay Begin Date: 08/31/2018  
Pay End Date: 09/30/2018

**UNITED**  
Thanks for all you do for United !

Advice #: 00000013660933  
Advice Date: 10/17/2018

Janie Lynn Gallian

Employee ID: 270556  
Department: 7606-INFLT ASSIGNMENT-LAX  
Location: Los Angeles, California  
Job Title: Flight Attendant - Domestic

**TAX DATA:**  
Federal  
CA State  
Marital Status: Single Married  
Allowances: 0 0  
Addl. Pct: 0  
Addl. Amt: 0

HOURS AND EARNINGS							TAXES		
Description	Current			YTD			Description	Current	YTD
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings			
Quarterly Operations Ince				25.00		450.00	Fed Withholding	5.50	5,759.26
Off-Set				0.00		0.00	Fed MED/EE	0.36	579.57
Flight Advance				0.00		3,265.66	Fed OASD/EE	1.55	2,478.17
Flight Advance Recovery				0.00		0.00	CA Withholding	2.56	1,080.33
* Imputed Income - Life				0.00		0.40	CA OASD/EE	0.25	399.70
Per Diem Pay Non Taxable				0.00		1,939.76			
Per Diem Pay Taxable				0.00		134.83			
Profit Sharing				0.00		981.68			
Regular Pay				0.00		29,220.34			
Sick Pay				0.00	32.00	2,009.60			
Vacation				0.00	67.02	4,238.34			
Future Vacation - FLT BID				0.00	13.00	\$22.12			
TOTAL:		0.00	0.00	25.00	112.02	43,042.33	TOTAL:	10.22	10,297.03
* Denotes Excluded From Earnings Total									

\* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	0.00	106.52	GUL - Dependent Post Tax	0.00	77.61			
Medical - Pre Tax	0.00	920.35	GUL - Employee Post Tax	0.00	1,084.83			
Vision Care Pre Tax	0.00	110.97	401(k) Loan 1	0.00	6,996.38			
401(k) Deferral	0.00	314.30	401(k) Loan 2	0.00	3,033.29			
			AFA Dues	0.00	400.00			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.32			
<b>TOTAL:</b>	<b>0.00</b>	<b>1,452.14</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>14,384.29</b>	<b>TOTAL:</b>		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 25.00	25.00	10.22	0.00	14.78
YTD 43,042.33	39,656.12	10,297.03	15,836.43	16,908.87

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Deposit Amount
Advice #00000013660933	Checking	xxxx6018	\$14.78
<b>TOTAL:</b>			<b>\$14.78</b>

NON-NEGOTIABLE

United Airlines Inc.  
16th Floor - HSCFZ  
609 Main Street  
Houston, TX, 77002  
Ph: 877/825-3729

Pay Group: SMF-SemiMonthly  
Pay Attendants  
Pay Begin Date: 10/01/2018  
Pay End Date: 10/31/2018



Thanks for all you do for United !

Advice #: 000000030559123  
Advice Date: 11/16/2018

Jamie Lynn Gallian

Employee ID: 270558  
Department: 7606-INFLT ASSIGNMENT-LAX  
Location: Los Angeles, California  
Job Title: Flight Attendant - Domestic

TAX DATA: Federal CA State  
Marital Status: Single Married  
Allowances: 0 0  
Addl. Pct:  
Addl. Amt:

HOURS AND EARNINGS							TAXES		
Description	Current			YTD			Description	Current	YTD
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings			
Flight Advances				3,205.65		0.01	Fed Withholding	0.00	6,255.52
Regular Pay				791.70		791.70	Fed MED/EE	0.00	628.30
Per Diem Pay Taxable				47.48		182.31	Fed OASDI/EE	0.00	2,666.54
Flight Advances Recovery				2,366.47		2,366.47	CA Withholding	0.00	1,177.27
Quarterly Operations Inos				0.00		450.00	CA OASDI/EE	0.00	433.31
Off-Set				0.00		0.00			
Imputed Income - Life				0.00		0.40			
Per Diem Pay Non Taxable				0.00		2,279.47			
Profit Sharing				0.00		981.68			
Regular Pay				0.00		32,432.93			
Sick Pay				0.00	36.00	2,297.60			
Vacation				0.00	67.02	4,238.34			
Future Vacation - F-T BID				0.00	13.00	822.12			
<b>TOTAL:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>116.02</b>	<b>46,842.63</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>11,189.94</b>

\* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	0.00	115.80	AFA Dues	0.00	450.00			
Medical - Pre Tax	0.00	1,000.93	GIUL - Dependent Post Tax	0.00	83.58			
Vision Care Pre Tax	0.00	120.87	GIUL - Employee Post Tax	0.00	1,183.25			
401(k) Deferral	0.00	314.30	401(k) Loan 1	0.00	7,853.36			
			401(k) Loan 2	0.00	3,232.43			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
<b>TOTAL:</b>	<b>0.00</b>	<b>1,551.90</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>15,594.80</b>	<b>TOTAL:</b>		
<b>TOTAL GROSS</b>			<b>FED TAXABLE GROSS</b>			<b>TOTAL TAXES</b>		
Current	0.00		0.00			0.00	0.00	0.00
YTD	46,842.63		43,016.95			11,180.94	17,146.70	18,514.99
						<b>NET PAY DISTRIBUTION</b>		
						Payment Type	Account Type	Account Number
						<b>TOTAL:</b>		<b>0.00</b>

NON-NEGOTIABLE





## TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

## COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GB/ AC7V710394GA	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER RYAN, LISA T 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO, LLC 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

- ☐ Delinquent license fees
- ☒ Property taxes applicable to the home identified above through the fiscal year 2018-2019
- ☒ A security deposit for payment of the property taxes for the fiscal year 2019-2020
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER JANUARY 15, 2019.

Executed on November 16, 2018 at Santa Ana.  
Treasurer-Tax Collector for Orange County, State of California.

Issued on November 16, 2018

(Signature)

§§2189.8, 5832 R &amp; T Code

TDL 10-01 (7-87)



Reg#9 11/16/2018 Trans #52384  
 cdascenzo 12:20 PM Location: 100  
 TTC G-58

## RECEIPT

OFFICE OF THE TREASURER-TAX COLLECTOR  
 SHARI L. FREIDENRICH, CPA  
 625 N. ROSS STREET, BLDG 11, SANTA ANA  
 (714) 834-3411 ttcinfo@ttc.ocgov.com

Daily Bank Deposit ID 11-16-18

IPN \ TEN \ REF: 0813460.  
 Property Address: 16222 MONTEREY 376 HUNTINGTON BEACH  
 Tax Year:  
 Coll Type: 03 - UNS  
 Installment #: 1  
 Insecured Tax \$1,634.54

SUB TOTAL: \$1,634.54  
 TOTAL DUE: \$1,634.54  
 CHECK \$1,634.54

Account Number XXXXXXXXXXXXX6018  
 Check # 2670  
 Routing Number 271001528

PAY ONLINE WITH YOUR BANK ACCOUNT  
 AT NO COST AT [ocgov.com/octaxbill](http://ocgov.com/octaxbill)  
 PRINT OR GET YOUR RECEIPT BY EMAIL.  
 THANK YOU

For

Reg. Ann  
 May  
 2011

**PROPERTY TAX**  
 30, 2019

TAX COLLECTOR (TC) REFERENCE NO.

STATEMENT AS OF

0813460

11/16/2018

## TAX BILL SUMMARY

### UNPAID ASSESSMENT SUMMARY

ANY DELINQUENT ASSESSMENTS ARE SUBJECT TO IMMEDIATE ENFORCEMENT ACTIONS. SEE PARAGRAPH 12 ON THE BACK FOR MORE INFORMATION.

TOTAL AMOUNT DUE BY 11/30/18:

\$1,634.54

PROPERTY AFTER JANUARY 1 DOES NOT RELIEVE ASSESSEE FROM PAYING THIS BILL.

### LIENSHIP OR LIEN TO THE

- 14) 834-2930
- 14) 834-2772
- 14) 834-2930

LIEN/ASSESSOR

### IMPORTANT INFORMATION

The owner on the Lien Date is responsible for payment of this bill in full. The sale, closure, removal or other disposal of the assessed property after January 1, 2018 does not relieve the assessee of responsibility for the taxes due. The bill will not be prorated for partial ownership.

A Tax Lien will be recorded against the owner, and a recording fee will be charged, if payment is delinquent. A TAX LIEN MAY AFFECT YOUR CREDIT RATING. A 10% penalty and a fee of \$75 per assessment, plus additional penalties of 1.5% per month, will be added.

A Tax Lien may be enforced by seizure and/or sale of personal property including bank accounts, income tax refunds or other interests. Registration holds at the DMV will prevent vessel registration until a delinquency is cleared.

DESCRIPTION	ASSESSED VALUES (A/V)	TAX/ YEAR	TAX TYPE & RATE	AMOUNT
ITEMS:				
	BASE TAX AMOUNT	INTEREST & PENALTIES	FEES	AMOUNT PAID BALANCE DUE
1: 501018	1,300.90	250.64	83.00	1,634.54
1VE TAX YEAR: 2017				
HUNTINGTON BEACH				
SR				
1: 18-00427461				
TOTALS:	1,300.90	250.64	83.00	1,634.54



**SHARI L. FREIDENRICH, CPA**  
TREASURER-TAX COLLECTOR

**OFFICE OF THE  
TREASURER-TAX COLLECTOR**

P.O. BOX 1438  
SANTA ANA, CALIFORNIA 92702-1438

(714) 834-3411

ocgov.com/octaxbill  
ttcinfo@ttc.ocgov.com



**IMPORTANT INFORMATION ABOUT  
MOBILE HOME TAX CLEARANCE CERTIFICATES**

- Tax Clearance Certificates are issued to transfer ownership of a mobile home in order to ensure all property taxes are collected. Mobile home title issuance is administered by the California Department of Housing and Community Development (HCD). They cannot transfer title of a used mobile home subject to local property taxes without a Tax Clearance Certificate from the Treasurer-Tax Collector of the County in which the mobile home is located.
- A Tax Clearance Certificate is issued once all property taxes have been collected and may include an estimate of the current year taxes if the current year taxes have not yet been enrolled. All tax liabilities must be paid prior to receiving a Tax Clearance Certificate.
- Tax Clearance Certificates are issued with an expiration date of 60 days from the issue date. There is no charge for the initial Tax Clearance Certificate. However, if a certificate expires prior to completing a transfer of title, a new certificate must be requested at a cost of \$10.00.
- The owner of record as of the lien date of January 1 each year is liable for all property taxes on the mobile home. The owner selling the mobile home should always request a Tax Clearance Certificate to ensure the property tax liability is transferred accordingly.
- In order to complete the title change, take the Tax Clearance Certificate to HCD at the following location:

**Housing and Community Development (HCD)**  
3737 Main Street, Suite 400  
Riverside, CA 92501-3337

**Telephone: (800) 952-8356**  
**Website: hcd.ca.gov**

- If a Tax Clearance Certificate is not issued at the time of transfer, the mobile home will not be transferred to the new owner's name.

*Mission: Ensure safe and timely receipt, deposit, collection and investment of public funds.*



FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON  
BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK	
<b>CHASE</b> 		<b>CASHIER'S CHECK</b>	
Date		11/17/2018	1085733953
Remitter: SATISFACTION CJC-1013582/J-SANDCASTLE CO, LLC		91-2 1221	
Pay To The Order Of: RDR MOBILE HOME ESTATES 16222 WARMINGTON SP-376 HUNTINGTON BEACH		Void after 7 years	
Pay: EIGHT THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND 07 CENT		\$** 8,743.07 **	
Do not write outside this box		Drawer: JPMORGAN CHASE BANK, N.A.	
Memo: _____ Note: For information only. Comment has no effect on bank's payment.		 Sol Gindi, Chief Administrative Officer JPMorgan Chase Bank, N.A. Phoenix, AZ	
		 Security Features Details on Back.	

⑈ 1085733953 ⑈ ⑆ 122100024 ⑆ 806002234 ⑈

000847

EXHIBIT 7

*Rancho Del Rey*

MOBILE HOME ESTATES  
16222 MONTEREY LANE  
HUNTINGTON BEACH, CA 92649  
PHONE: (714) 846-1429

**Amendment To Denial Letter**

January 9, 2019

**TO:**

Gallian, Jamie  
16222 Monterey Ln. SPC 376  
Huntington Beach, California 92649

Ms. Gallian:

Since your Application For Residency was denied on November 20, 2018, Rancho Del Rey Mobile Home Estates has discovered information which significantly and negatively impacts your request for residency. As a result, Rancho Del Rey Mobile Home Estates hereby amends its denial of your Application For Residency, previously made for insufficient financial wherewithal due to poor credit and low credit scores, to also include the following:

1. You made a materially false statement on your Application For Residency submitted on November 19, 2018. The application asks: "Have you been asked to terminate your residency elsewhere or have you ever been evicted?" You answered "No". Park management has learned that Huntington Beach Gable Homeowner's Association served you with a Termination Notice on or about September 26, 2018 and on October 24, 2018 you were personally served with a Complaint for unlawful detainer by The Huntington Beach Gables Homeowners Association (Orange County Superior Court Case No. 30 2018 01024401). At the time of the application, the eviction action was still pending. You had in fact been asked to terminate your residency in the condominium community and the community had begun eviction proceedings. This is a material falsehood.

2. Park Management has also learned that your previous conduct in the condominium community known as The Huntington Beach Gables demonstrates that you will not to comply with the Rules and Regulations governing the mobilehome park. The conduct includes, but is not limited to, the following events:

a.) You engaged in the systematic and continued harassment of a member of the community and her young family. A Temporary Restraining Order (TRO) was issued against you for the repeated harassment of Ms. Janine Jasso and her seven (7) year old daughter. On December 21, 2018, the Court ordered a five (5) year Restraining Order against you due to your harassing conduct (Orange County Superior Case No. 30-2018-00986785.) Park Management also learned that you have a criminal action (Orange County Criminal Court Case No 18 WM05278. *People v. Jamie Gallian*) pending against you relating two alleged violations of the TRO.

b.) Park Management has learned that you physically attacked your neighbor, Ms. Leslie Battisti. The Park understands that you trespassed on to your neighbor's property and physically assaulted her by punching Ms. Battisti in the face causing injuries requiring medical attention.

c.) You trespassed onto a neighbor's property and willfully and deliberately destroyed approximately \$800.00 worth of another resident's property.

3. You are asserting in recently filed court documents that you are not the owner of the mobilehome. The mobilehome is the property of J Sandcastle Co., LLC. Rancho Del Rey Mobile Home Estates is a residential community for seniors. The mobilehome park requires that at least one of the qualifying tenants be registered with HCD as the homeowner. The mobilehome park does not allow subleasing.

  
Wilda Maskulinski

Manager



# PROSPECTIVE PURCHASER EVALUATION — NOTICE TO PROSPECTIVE PURCHASER



**Western  
Manufactured Housing Communities  
Association**

**Rancho Del Rey Mobile Home Estates**  
(Park Name)

TO: Prospective Homeowner: Jamie Gallian  
(Prospective Homeowner Name)

On 11/19/2018, management received all of the information necessary to determine if you will be  
(Date)  
acceptable as a homeowner in the park, located at 16222 Monterey Ln. SPC 376 Huntington Beach, CA 92649.  
(space and address)

This is to advise prospective homeowner that the prospective homeowner is:

       **APPROVED FOR RESIDENCY IN THE PARK, provided that the prospective homeowner complies with the requirements of Section 798.75 of the California Civil Code and executes a rental agreement with management.** In the event the prospective homeowner fails to execute the rental agreement, that person shall have no rights of tenancy. The prospective homeowner should contact management immediately to sign a rental agreement. You are also advised that any escrow, sale or transfer agreement for the mobilehome must contain a copy of either a fully executed rental agreement or a statement signed by both the management and you that the parties have agreed to the terms and conditions of the rental agreement.

  X   **DISAPPROVED, because:**

       You have not demonstrated that you have the financial ability to pay the rent and charges of the park.

       Management has determined that, based on your prior tenancies, you will not comply with the rules and regulations of the park.

       Management has determined that you cannot comply with the requirements of the park's rules and regulations limiting residency to housing for older persons.

  X   This disapproval includes the following reason(s):

  X   Consumer Credit Report (check appropriate box below):

  X   Information contained in a consumer credit report obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

       A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

You have a right to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to the consumer reporting agency.



Printed Using formsRus.com On-Line Forms Software

Copyright © 2014, WMA.

X Your credit score from the consumer reporting agency named in the paragraph below. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score: 523 Date: 11/20/2018 Scores range from a low of 500 to a high of 850

Key factors that adversely affected your credit score:

1. Delinquency
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. Number of recent inquiries on credit report. (Check if applicable ☐).

If you have any questions regarding your credit score, you should contact the agency named in the paragraph below.

The consumer reporting agency that provided the report and/or credit score (if applicable) that influenced our decision in whole or in part is listed below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you.

**OCMHSC/AAOC Consumer Credit Relations**  
**525 Cabrillo Park Drive Suite 125**  
**Santa Ana, CA 92701-5076**  
**Fax 714.245.9505**

You may have additional rights under the credit reporting or consumer protection laws of California. For further information, you can contact the California Department of Consumer Affairs, or the California State Attorney General's office.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, national origin, gender, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Dated: 11/20/2018

Wilda Maskulinski  
 (Park Management)  
 Wilda Maskulinski





11/20/2018

<https://www.secureassociation.com/aaoc/ce2006a.php?SessionID22=DIVRQSMSFKJSGEXQFDKOJVTJLWVTTCOHQVEFGALLIAN,J...>**Notice of Denial To Rent, or Other Adverse Action**

On 10/20/2018, Owner/Agent for Owner, of the property located at/known as Rancho Del Rey Mobile Home Estates herein referred to as "We",  
received an Application to Rent from Jamie Gallian "Applicant".

We regret to inform you that your application has been:

- ✓ Denied
- Approved with the following conditions:

This letter will serve to inform you of your rights pursuant to the Fair Credit Reporting Act, (FCRA), 15 U.S.C. Section 1861; et seq., as amended by the Consumer Credit Reporting Reform Act of 1996 (Public law 104-208, the Omnibus Consolidated Appropriations Act for the Fiscal Year 1997, Title II, Subtitle D, Chapter 1).

- ✓ We have made our decision regarding your application based on the following:

Credit Score below minimum

Information provided by data furnishers and prepared by our credit reporting agency, Orange County Multi-Housing Service Corporation a wholly owned subsidiary of the Apartment Association of Orange County (OCMHSC/AAOC).

If you feel that the information reported to us was in error, you may contact OCMHSC/AAOC by mail or by fax.

**OCMHSC/AAOC Consumer Credit Relations**  
**525 Cabrillo Park Drive, Suite 125, Santa Ana, CA 92701-5076**  
**Fax: 714.245.9505**

You have a right under the FCRA to obtain a copy of your consumer report, dispute its accuracy with the appropriate agency, and provide a consumer statement describing your position. You have a right to obtain a copy of your report within 60 days of your application. You have a right to put into your report a consumer statement of up to 100 words explaining your position on the item under dispute. If your information was obtained more than 220 days from the original date of the report, you will need to indicate that to the operator. They will be able to refer you to TransUnion, the national repository responsible for the information on your report. If your credit score from the consumer reporting agency was a factor that affected our decision, your credit score is indicated below. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes. Key factors that may or may not adversely affect your credit score are: late payments, excessive debt, insufficient income, incomplete credit profile.

Applicant Credit Score: 523 (Scores range from 300-850)

OCMHSC's/AAOC's office hours for consumer relations are Monday â€" Friday, 8 am â€" 5 pm Pacific Time. Please be prepared to provide your Social Security Number and to answer personal questions regarding your address, employment and credit information. When you contact OCMHSC/AAOC, know that you may also request a credit score along with a disclosure of your credit or public record file. When responding, include a clear copy of your state issued photo ID. Pursuant to Section 615 of the FCRA, we hereby notify you that OCMHSC/AAOC only provided information regarding your credit, criminal and/or rental history. OCMHSC/AAOC took no part in making the decision to reject your rental application, nor can OCMHSC/AAOC explain why the decision was made. Let OCMHSC/AAOC know if you feel that you have been a victim of fraud or a related crime, including identity theft. In addition to informing the credit reporting agencies, you may also contact the Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006 or visit their website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



EXHIBIT 8

000853

EXHIBIT 8, PAGE 67

PLAINTIFF (Name) BS INVESTORS, LP, a California limited partnership	CASE NUMBER 30-2018-01024401
DEFENDANT (Name) JAMIE L. GALLIAN, an individual and DOES 1 to 20, inclusive	

- 6 c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants
- (2) ☐ assignees.
- (3) ☒ other (specify): Unknown DOE defendants.
- d. ☐ The agreement was later changed as follows (specify):
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason):
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
- 7 ☒ a. Defendant (name each): JAMIE L. GALLIAN, an individual

was served the following notice on the same date and in the same manner:

- (1) ☐ 3-day notice to pay rent or quit
- (2) ☐ 30-day notice to quit
- (3) ☐ 60-day notice to quit
- (4) ☐ 3-day notice to perform covenants or quit
- (5) ☐ 3-day notice to quit
- (6) ☒ Other (specify): Ten Day Notice to Cure or Quit
- b. (1) On (date): October 9, 2018 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

- 8 a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date):
- (2) ☐ by leaving a copy with (name or description):
- a person of suitable age and discretion, on (date): at defendant's
- ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on (date): because defendant cannot be found at defendant's residence or usual place of business.
- (3) ☒ by posting a copy on the premises on (date): September 26, 2018 ☒ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): September 26, 2018
- (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
- (b) ☒ because no person of suitable age or discretion can be found there.
- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):
- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.
- b. ☐ (Name):
- was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name) BS INVESTORS, LP, a California limited partnership	CASE NUMBER 30-2018-01024401
DEFENDANT (Name) JAMIE L. GALLIAN, an individual and DOES 1 to 20, inclusive	

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$
11. ☒ The fair rental value of the premises is \$ 24.05 per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b) (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances

15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.
17. **PLAINTIFF REQUESTS**
- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☐ past-due rent of \$
- d. ☒ reasonable attorney fees.
- e. ☒ forfeiture of the agreement.
- f. ☒ damages at the rate stated in item 11 from (date): October 1, 2018 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$600 for the conduct alleged in item 12.
- h. ☒ other (specify): Such other relief as the Court deems proper

18. ☒ Number of pages attached (specify): 3

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, state):

- a. Assistant's name
- b. Street address, city, and zip code

- c. Telephone No.
- d. County of registration:
- e. Registration No..
- f. Expires on (date):

Date October 17, 2018

Gordon G May

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

## ATTACHMENT 15

Plaintiff BS INVESTORS, LP is informed and believes and thereon alleges as follows:

- A) Plaintiff BS INVESTORS, LP (formerly known as BS Investors, LLC) is a California limited partnership doing business in Orange County, California, and converted from a limited liability company (BS Investors, LLC) to a limited partnership on or about March 29, 2018 (hereinafter "Plaintiff"). Plaintiff is the Landlord under the Condominium Lease (Exhibit 1).
- B) On or about March 22, 2017, Defendant Jamie L. Gallian, an individual ("Defendant") assumed the written Condominium Lease and all obligations and duties of the tenant thereunder when Defendant acquired the leasehold interest by Assignment of Lease (See Exhibits 1, 1a).
- C) Section 7 of the Condominium Lease requires Defendant to fully comply with and abide by the terms of, covenants, restrictions, provisions and conditions of the Declaration [the CC&R for the Huntington Beach Gables development where the Premises is located] and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof,

before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord in connection with the Premises.

- D) The Huntington Beach Gables Homeowners' Association levied a Special Assessment in the amount of \$5,300.50 on Defendant, and provided Defendant and her attorney with specific written detail about the Special Assessment on February 16, 2018.
- E) Defendant breached the Condominium Lease by failing to pay the Huntington Beach Gables Homeowners' Association Special Assessment as specified in the Ten Day Notice to Cure or Quit attached hereto as Exhibit 2. Defendant is in default under the Condominium Lease for failing to cure as required under Section 14, giving Plaintiff the right to terminate the Lease pursuant to Section 17B, which provides in part: "By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession thereof therefrom and repossess said leased land".




**VERIFICATION**

I, Hugh M. Saddington, am an authorized agent for BS Investors, LP, a California limited partnership. I have read the attached Complaint - Unlawful Detainer and am informed and believe that the matters stated therein are true and on that ground allege that the matters stated therein are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on October 17, 2018 at Irvine, California.

BS Investors, LP  
a California limited partnership

By: LPL Asset Management Corporation,  
a California Corporation  
Its: General Partner

By:   
\_\_\_\_\_  
Hugh M. Saddington  
Its: President

# EXHIBIT 1

8894

BK 13824 PG 1274

\$19.00

Recorded at the Request of  
and When Recorded Return To:

Robert P. Warmington  
16592 Hale Avenue  
Irvine, California 92714

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:40 A.M. NOV 7 1980

LEE A. BRANCH, County Recorder

AP 178-00-01

# CONDOMINIUM SUBLEASE

THIS SUBLEASE (hereinafter "lease") is made  
this 1st day of August, 1980, by and between  
ROBERT P. WARMINGTON, an individual whose address is 16592  
Hale Avenue, Irvine, California 92714 (herein termed the  
"Landlord"), and

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

whose address is  
4476 Alhambra, Huntington Beach, Ca. 92647  
(herein termed the "Tenant").

## W I T N E S S E T H:

That whereas Tenant is concurrently acquiring  
certain interest in Condominium Unit 53 on Lots 1 and 2  
of Tract 10542 as shown on a map recorded in Book 456  
Pages 49 and 50 Official Records of Orange County  
California consisting of buildings and other improvements  
located on Lots 1 and 2 of Tract 10542, which buildings  
and other improvements are and shall remain real property.

1. PROPERTY LEASED. For and in consideration  
of the payment of the rents and taxes and other charges  
and for the performance of all of the covenants and  
conditions of this lease by Tenant, Landlord hereby  
subleases to Tenant

(i) Unit 53, (the "Unit") as shown and  
defined on that certain Condominium Plan  
recorded in Book 13358 Pages 1193 et seq.,  
Official Records of Orange County,  
California (the "Condominium Plan"),  
excepting therefrom all buildings and other  
improvements;

(ii) An undivided one-eightieth (1/80)  
interest in the Common Areas (as defined in  
the Condominium Plan, excepting therefrom  
all buildings and other improvements;

(iii) An easement for the exclusive use and  
occupancy of those portions of the  
Restricted Common Area (as defined on said  
Condominium Plan) for entry and staircases  
and attic space relating to said Unit,  
excepting therefrom all buildings and other  
improvements;

WPN:2004A

BK 13824P0 1275

(iv) A non-exclusive easement and right to use the Common Area (as defined on said Condominium Plan), except the Restricted Common Area, excepting therefrom all buildings and other improvements.

It is understood that "Houser Bros. Co., a California limited partnership (hereinafter the "Master Lessor") and Landlord have entered into a Ground Lease dated as of August 1, 1980 which is being recorded concurrently herewith (the "Master Lease") as lessor and lessee, respectively. This lease shall be subject and subordinate to the Master Lease, provided that, pursuant to the Master Lease, Master Lessor has agreed not to disturb the subleasehold estate of Tenant in the event of a default under the Master Lease. Tenant acknowledges receipt of a copy of the Master Lease prior to Tenant's execution of this lease. The Unit is one unit in a Condominium Project (the "Project") constructed on the leased land and governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Book 13618, Page 992, Official Records of Orange County, California as amended.

SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Condominium Sublease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the sum of One Thousand Five Hundred DOLLARS (\$1,500) per year, in quarterly installments of \$375 each in advance, on the first day of the quarter of each calendar year of said term (Provided, however, if the term of this lease commences on a date other than the first day of a calendar quarter, Tenant shall pay an appropriately pro rated amount of such quarterly installments upon the commencement of such term); subject, however, to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay and discharge all taxes and general and special assessments of every description which may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, (including its Unit) and upon all rentals payable with respect to the leased land, whether belonging to Landlord, Tenant or the Master

WPN:2004A

2

BK T3:24:01276

Lessor, as such taxes and assessments become due and payable during the term of this lease. Tenant agrees to protect and hold harmless the Landlord, the Master Lessor and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other charges which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land and its Unit for single family residential use and purposes incidental thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, or its Unit as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever. Further, Tenant shall comply with all of the terms, covenants and conditions of the Master Lease pertaining to such construction, including, without limitation, the obligation to obtain the approval of the Master Lessor when, and to the extent required by the Master Lease.

7. MAINTENANCE. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in, to, upon, or adjoining the leased land or any improvements that may be constructed or installed on the leased land. As part of the consideration for Landlord entering this Lease, Tenant shall, at all times during the full term of this Lease and at his sole cost and expense, keep, repair and maintain its Unit and those other portions of the leased land and buildings and improvements therein which are the responsibility of Tenant to maintain and repair under the provisions of the Declaration, in clean and sanitary condition and in good order and repair. Tenant shall pay for all water, gas, heat, light, power, telephone and all other utilities and services furnished to its Unit. Tenant shall make payment directly to the utility involved for all separately metered services and shall pay to the management body for the Project the proportionate share of all centrally metered utilities, such proportion to be determined by said management body.

Tenant shall at all times fully comply with and abide by the terms, covenants, restrictions, provisions and conditions of the Declaration and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit

WPN:2004A

3

BK 13824PG 1277

and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord. Tenant shall further, during the whole term of this lease, by paying his proportionate share of the common expenses of the Project make, build, maintain and repair all fences, sewers, drains, curbs, roads, sidewalks, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the leased land.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against the leased land or its Unit, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land and its Unit, and Tenant hereby indemnifies and agrees to hold Landlord, and its Unit free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord or Master Lessor in connection therewith, and Landlord and Master Lessor shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself, Landlord and Master Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord the leased land or its Unit, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord and Master Lessor against liability for same; or, if Landlord shall request, Tenant shall

WPN:2004A

4



BK 13824 PB 1278

procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land and the Unit from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage, injury or claim of any kind whatsoever to any person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Neither Landlord nor the Master Lessor shall be liable for any loss, damage, injury or claim of any kind or character to any person or property arising from or caused by the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or improvement upon the leased land or in any other improvement; (iii) any defect in soils or in the design or soils or in the design and accomplishment of any improvement; (iv) any act or omission of Tenant, its agents, employees, licensees, invitees, contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agent, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land; and Tenant, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Landlord or the Master Lessor for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord and the Master Lessor entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising

WPN:2004A

5

BK 13824PG 1279

therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord and the Master Lessor in connection therewith.

Tenant either individually, or in conjunction with the Tenants of the remaining undivided interests in the leased land or through the management body for Project shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Worker's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and the Master Lessor and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord and the Master Lessor as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord and the Master Lessor prior to cancellation or reduction in coverage or amount.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this lease without the prior written consent of Landlord. Notwithstanding the foregoing, this lease or any right hereunder shall in no case be assigned separate and apart from Tenant's Unit located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of

WPN:2004A

BK 13824 PG 1280

any such trust deed or assignment, the provisions of this lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within sixty (60) days after service of written notice on the encumbrancer by Landlord of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Default."

Any mortgagee shall have the right at any time during the term hereof while this lease is in full force and effect:

WPN:2004A

7

BK 13824PG 1281

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person firm or corporation without the consent of Landlord as to such initial transfer, and such obligations shall not commence as to any obligation which cannot be satisfied by the payment of money prior to mortgagee's acquisition of the leasehold estate hereunder by reason of the exercise of its rights as aforesaid.

Until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein.

14. DEFAULT. Should Tenant fail to pay any installment of rent or any other sum provided in this lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of ten (10) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant

WPN:2004A

9

BK 13824 1282

shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

**16. PLACE OF PAYMENTS AND NOTICES.** All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

**17. REMEDIES.** Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Default", then notwithstanding Tenant's breach of this lease and abandonment of the leased land, this lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article 3 above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten percent (10%) per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

B. By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession

WPN:2004A

9



BK 13824 Pg 1283

thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten percent (10%) per annum.

Each of the terms, covenants, conditions and provisions of Tenant under this lease is a material consideration for this lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

WPN:2004A

10

BK 13824 PG 1284

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of

WPN:2004A

11

BK 13824P0 1285

the leased land allocated to Landlord under the terms of the Master Lease shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land allocated to Landlord under the terms of the Master Lease shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased land immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by appraisers appointed pursuant to the Article in the Master Lease entitled "Condemnation" or if no such appraiser have been or are to be appointed, by agreement of Landlord and Tenant or, in the absence of such an agreement by appraisers appointed by Landlord and Tenant in the same manner as set forth in such Article.

WPN:2004A

12

BK 1382406 1286

21. RENTAL ADJUSTMENT.

A. Effective January 1, 2000, January 1, 2020, and January 1, 2040, the annual rental payable hereunder shall be adjusted to a sum equal to ten percent (10%) of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, as of such dates. The said "unimproved fair market value" of the leased land shall be such value as determined by the Master Lessor and the Landlord in accordance with the terms and provisions of Article 21 of the Master Lease. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the annual rental, as so adjusted, be less than the annual rental in the immediately preceding period.

Pending the final determination of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental.

B. Effective January 1, 1990, January 1, 2010, January 1, 2030, and January 1, 2050, the annual rental shall be adjusted upwards as follows: As promptly as practical after such dates, Landlord shall compute the increase, if any, in the cost of living during the period just ended, based upon the Consumers Price Index - Los Angeles/Long Beach/Anaheim Metropolitan Area (1967=100), "All items of goods and services purchased by urban wage and clerical worker families" (hereinafter called the "Index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index Number for the latest month prior to commencement of the term of this Lease, with respect to which such a Number is published, shall be the "Base Index Number" and the corresponding Index Number for the month which immediately precedes the effective date of the adjustment shall be the "Current Index Number".

The annual rent shall be adjusted by multiplying the rental payable during the immediately preceding year of the term of this lease by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; provided, however, that the annual rent shall never be reduced below the rental payable in the immediately preceding twelve-month period.

Tenant shall continue payment of rent installments in effect for the expiring rental period until notified by Landlord of the new rent. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new rent. Immediately upon receipt of such notice, Tenant

WPN:2004A

13

BK 13824 PG 1287

shall commence payment of the adjusted rent, and shall also pay to Landlord with respect to any period already expired within thirty (30) days after receipt of such notice, the excess of the new annual rent over the rent actually paid by Tenant.

If publication of the Index shall be discontinued, the most comparable Index when published by any branch or department of the United States Government shall be substituted, or if there is none, the parties shall agree on another source of information, and such adjustments in the method of computation shall be made as may be necessary to carry out the intent of this cost-of-living provision. Appropriate adjustments shall also be made in the event that the base period, or other aspects of the Index are changed. If the parties are unable to agree on a source of information, such source of information shall be determined by arbitration, pursuant to the provisions of the California Code of Civil Procedure.

Notwithstanding the foregoing, the annual rental shall not be adjusted pursuant to the above higher than a sum equal to one hundred seventy percent (170%), of the rent payable in the immediately preceding twelve-month period.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lot shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so

WPN:2004A

14



BK 13824 Pg 1288

erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. COMPLIANCE WITH LAWS. Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land or its Unit, buildings and other improvements constructed thereon, or the use or manner of use of the leased land or its Unit. Tenant accepts the leased land and its Unit in the actual condition of the same as of the date of this lease.

25. ACCEPTANCE OF PERFORMANCE BY OTHERS. Landlord agrees to accept performance of any of the covenants or agreements of Tenant contained herein from (a) any group of ten or more tenants holding subleases of individual interests in the leased land or (b) the management body for the Project.

26. CONSTRUCTION AND EFFECT. Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

27. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land. Landlord shall be superior to the interest of Tenant herein unless the mortgagee or beneficiary thereunder executes an agreement in recordable form covenanting in a form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect.

28. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other

WPN:2004A

15

BK 13824P0 1289

party or parties to this lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof), and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

By *Robert P. Warmington*  
Robert P. Warmington  
"Landlord"

By *John L. Turner*  
"Tenant"

By *Virginia D. Turner*  
"Tenant"

WPN:2004A

16

000876

EXHIBIT 8, PAGE 89

BK 13824 Pg 1290

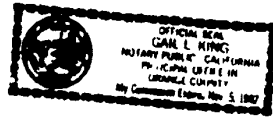
STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

*Carl E. King*  
Notary Public

[Seal]



[Attach acknowledgment form for Tenant]

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

On November 5, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Turner and Virginia H. Turner

known to me to be the person s whose name are subscribed to the within instrument and acknowledged to me that they executed the same

WITNESS my hand and official seal.

Signature Bonnie Quenneville  
Bonnie Quenneville  
Name (Typed or Printed)

(Official Seal)  
BONNIE QUENNEVILLE  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Jan. 13, 1986

(This area for official notarial seal)

WPN:2004A

17

RECORDED

000877

EXHIBIT 8, PAGE 90

# **EXHIBIT 1a**

276

RECORDING REQUESTED BY:

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach, CA  
92649

AND WHEN RECORDED MAIL TO:

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach, CA  
92649

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



33.00

2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6  
0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT:

Assignment of Condominium  
Sublease  
Lease from present to 2059  
Transfer Tax exempt. This Lease is a  
Gift between family members.

2T  
6P  
2FF  
CC  
2CF



THIS IS A TRUE CERTIFIED COPY OF THE  
RECORD IF IT BEARS THE SEAL AND  
SIGNATURE OF THE ORANGE  
COUNTY CLERK-RECORDER.

DATE: MAR 23 2017  
CERTIFICATION FEE: 7.00



COUNTY CLERK-RECORDER

*Hugh Nguyen*

ORANGE COUNTY  
STATE OF CALIFORNIA

RECORDING REQUESTED BY:

~~Sandra Bradley~~

~~19 Meadow Wood Dr.~~

~~Coto de Caza, CA 92679~~

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach  
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach, CA 92649

(space above this line for Recorder's use)

**ASSIGNMENT OF CONDOMINIUM SUBLEASE**

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION - TERM OF LEASE LESS THAN 99 YEARS

Dated:

3/22/2017

*[Signature]*

*[Signature: Sandra L. Bradley]*

Assignor, SANDRA L. BRADLEY

Trustee of the Sandra L. Bradley Trust

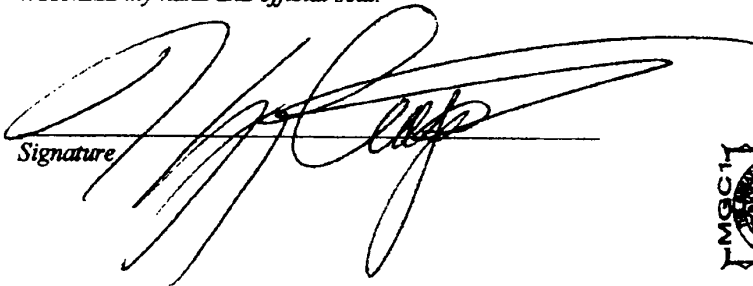
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



# EXHIBIT "A"

## DESCRIPTION

Tr No: 985040290

### PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13368 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

### PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS-1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

### PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

### PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

RECORDING REQUESTED BY:

~~Sandra Bradley~~  
~~19 Meadow Wood Dr~~  
~~Coto de Caza, CA 92679~~

Jamie L Gallian  
4476 Alderpoint  
Huntington Beach  
CA 92649

WHEN RECORDED RETURN TO:

~~same as above~~ Jamie Gallian  
4476 Alderpoint  
Huntington Beach, CA  
92649

(space above this line for Recorder's use)

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated: 3/22/17

  
Assignee, JAMIE L. GALLIAN



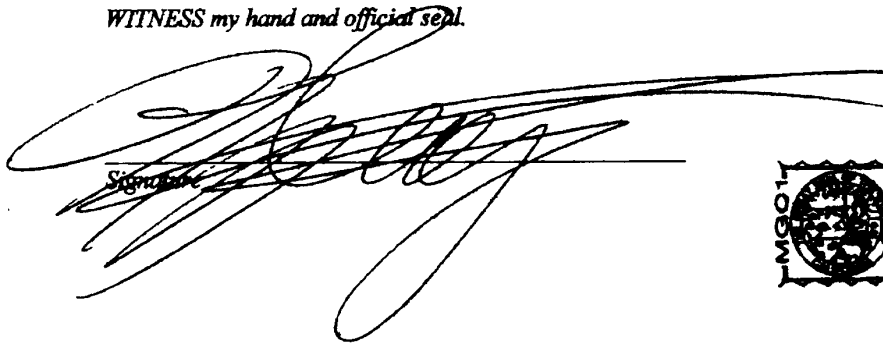
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/22/2017, before me, Henry J. Coopersmith  
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on  
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on  
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature



# **EXHIBIT 2**

**TEN DAY NOTICE TO CURE OR QUIT**  
**(Breach of Covenant-Nonpayment of HOA Special Assessment)**

**TO:** Jamie Lynn Gallian and all Lenders, Tenants, Subtenants or Occupants in Possession

Jamie Lynn Gallian ("Tenant")  
4476 Alderport Drive  
Huntington Beach, CA 92649  
(hereinafter the "Premises")

**PLEASE TAKE NOTICE** that Tenant is in default of Section 7 of the Condominium Sublease by which Tenant is in possession of the above referenced Premises which requires Tenant to "at all times fully comply with and abide by the terms of, covenants, restrictions, provisions and conditions of the Declaration [the CC&R for the Huntington Beach Gables development where the Premises is located] and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord."

Pursuant to Section 14 of the Condominium Sublease, within ten days after service of this Notice upon you, you are required to pay the Huntington Beach Gables Homeowners' Association the Special Assessment now past due and owing in the amount of \$5,300.50 levied in connection with damage you caused to an association tree, and the costs incurred by the Homeowners' Association as a direct result thereof. Your prior counsel was provided the specific detail supporting this Special Assessment in writing on February 16, 2018.

Within ten (10) days after service of this Notice upon you the total overdue Special Assessment, in the amount stated above, must be paid to Huntington Beach Gables Homeowners' Association, and must be delivered to Huntington Beach Gables Homeowners' Association, 38760 Sky Canyon Drive, Murrieta, CA 92563, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. In the alternative, and without excusing your obligation to pay these amounts, ~~you are~~ required to vacate and deliver the Premises to BS Investors, LP within ten days after service of this Notice upon you.

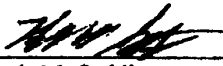
BS-GHB #53-HOA

If you fail either to pay the amount of the Special Assessment demanded in this Notice or to vacate and deliver the Premises to BS Investors, LP within ten days after service of this Notice on you, pursuant to Section 17B of the Condominium Sublease the undersigned declares the termination of your Lease and will commence legal proceedings against you to (1) confirm a forfeiture of your Lease, (2) recover possession of the Premises, (3) recover damages for each day that you occupy the Premises after the periods covered by this Notice, and (4) recover attorney's fees and other costs of suit.

DATE: August 29, 2018

BS Investors, LP  
a California limited partnership

By: LPL Asset Management Corporation,  
a California Corporation  
Its: General Partner

By:   
\_\_\_\_\_  
Hugh M. Saddington  
Its: President

# EXHIBIT 3



### DECLARATION OF SERVICE OF NOTICE

Name of Tenant(s): JAMIE LYNN GALLIAN (and all Lenders, Tenants, Sub-Tenants, and Occupants in Possession)

Name of Person Served  
(if other than Tenant): \_\_\_\_\_

Place of Service: 4476 ALDERPORT DRIVE, HUNTINGTON BEACH, CALIFORNIA 92649

Date and Time of Service: SEPTEMBER 26, 2018 at 9:15 AM

I declare that:

I served the copies of the: TEN DAY NOTICE TO CURE OR QUIT on the

Tenant(s) named above by (Check applicable statement):

\_\_\_\_\_  
Handing it personally to one or more of the Tenant(s) named above. I thereafter mailed a copy by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Tenant(s) at the premises address and the Tenant(s) and/or Interested Parties as addressed in bold type below.

\_\_\_\_\_  
Leaving a copy with the person named above, who is of suitable age and discretion, at the Tenant(s) premises/business and by sending a copy in a sealed envelope by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Tenant(s) at the premises address and the Tenant(s) and/or Interested Parties as addressed in bold type below;

\_\_X\_\_ After reasonable diligence, there being no occupant present, by affixing a copy to the front door of the premises and by sending a copy in a sealed envelope by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Tenant(s) at the premises address below.

Premises Address: **4476 ALDERPORT DRIVE, HUNTINGTON BEACH, CALIFORNIA 92649**

Diligence Attempts: September 25, 2018 at 1:20 pm; September 25, 2018 at 6:19 pm

Mailings were deposited on SEPTEMBER 26, 2018 at an authorized U.S. Postal Service location.

\_\_X\_\_ I am personally aware of the facts and I am competent to testify thereto as a witness. I declare, under penalty of perjury, that the foregoing is true and correct and this declaration was executed on the following date and the following place:

DATE: September 27, 2018

PLACE: Newport Beach, California

Fee for Service: \$85.00


  
Robert S. Prow  
Registered Process Server, OC. Co# 2155

EXHIBIT 9

000891

8/30/22, 11:10 AM

Civil Case Access - Print Case Information

## Case Summary:

Case Id:	30-2018-01024401-CU-UD-CJC
Case Title:	BS INVESTORS, LLC VS. JAMIE L. GALLIAN
Case Type:	UNLAWFUL DETAINER - RESIDENTIAL
Filing Date:	10/10/2018
Category:	CIVIL - UNLIMITED

## Register Of Actions:

ROA	Docket	Filing Date	Filing Party	Document	Select
1	E-FILING TRANSACTION 2721074 RECEIVED ON 10/10/2018 01:27:15 PM.	10/11/2018		NV	
2	COMPLAINT FILED BY BS INVESTORS, LLC ON 10/10/2018	10/10/2018		37 pages	<input type="checkbox"/>
3	CIVIL CASE COVER SHEET FILED BY BS INVESTORS, LLC ON 10/10/2018	10/10/2018		2 pages	<input type="checkbox"/>
4	SUMMONS ISSUED AND FILED FILED BY BS INVESTORS, LLC ON 10/10/2018	10/10/2018		4 pages	<input type="checkbox"/>
5	PAYMENT RECEIVED BY ONELEGAL FOR 194 - COMPLAINT OR OTHER 1ST PAPER IN THE AMOUNT OF 435.00, TRANSACTION NUMBER 12433850 AND RECEIPT NUMBER 12257524.	10/11/2018		1 pages	<input type="checkbox"/>
6	NOTICE THAT YOU HAVE BEEN SUED OC GENERATED	10/11/2018		2 pages	<input type="checkbox"/>
7	E-FILING TRANSACTION 3719992 RECEIVED ON 10/16/2018 02:09:33 PM.	10/16/2018		NV	
8	EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND ORDERS RECEIVED ON 10/16/2018.	10/16/2018		2 pages	<input type="checkbox"/>
9	PAYMENT RECEIVED BY DDSLEGAL FOR 195 - ANSWER OR OTHER 1ST PAPER IN THE AMOUNT OF 435.00, TRANSACTION NUMBER 12436517 AND RECEIPT NUMBER 12260196.	10/16/2018		1 pages	<input type="checkbox"/>
10	E-FILING TRANSACTION 2723103 RECEIVED ON 10/16/2018 02:17:29 PM.	10/16/2018		NV	
11	EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND ORDERS RECEIVED ON 10/16/2018.	10/16/2018		5 pages	<input type="checkbox"/>
12	PAYMENT RECEIVED BY DDSLEGAL FOR 37 - REQUESTS NOT REQUIRING A HEARING; CONTINUANCE OF HEARING OR CASE MANAGEMENT CONFERENCE; STIPULATION AND ORDER; SERVICE BY POSTING OR PUBLICATION IN THE AMOUNT OF 20.00, TRANSACTION NUMBER 12436521 AND RECEIPT NUMBER 12260200.	10/16/2018		1 pages	<input type="checkbox"/>
13	E-FILING TRANSACTION 4898010 RECEIVED ON 10/16/2018 04:37:02 PM.	10/16/2018		NV	
14	PROOF OF SERVICE OF SUMMONS FILED BY BS INVESTORS, LLC ON 10/16/2018	10/16/2018		2 pages	<input type="checkbox"/>
15	PROOF OF SERVICE OF SUMMONS & COMPLAINT - UNNAMED OCCUPANTS FILED BY BS INVESTORS, LLC ON 10/16/2018	10/16/2018		2 pages	<input type="checkbox"/>
16	E-FILING TRANSACTION 1551893 RECEIVED ON 10/17/2018 01:07:25 PM.	10/17/2018		NV	
17	AMENDED COMPLAINT (FIRST) FILED BY BS INVESTORS, LLC ON 10/17/2018	10/17/2018		37 pages	<input type="checkbox"/>

8/30/22, 11:10 AM

Civil Case Access - Print Case Information

ROA	Docket	Filing Date	Filing Party	Document	Select
18	SUMMONS ISSUED AND FILED FILED BY BS INVESTORS, LLC ON 10/17/2018	10/17/2018		2 pages	<input type="checkbox"/>
19	E-FILING TRANSACTION 1552014 RECEIVED ON 10/17/2018 03:25:06 PM.	10/17/2018		NV	
20	PROOF OF SERVICE OF SUMMONS FILED BY BS INVESTORS, LLC ON 10/17/2018	10/17/2018		2 pages	<input type="checkbox"/>
21	E-FILING TRANSACTION 4898799 RECEIVED ON 10/18/2018 01:23:34 PM.	10/18/2018		NV	
22	EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND ORDERS RECEIVED ON 10/18/2018.	10/18/2018		2 pages	<input type="checkbox"/>
23	PAYMENT RECEIVED BY DDSLEGAL FOR 37 - REQUESTS NOT REQUIRING A HEARING: CONTINUANCE OF HEARING OR CASE MANAGEMENT CONFERENCE; STIPULATION AND ORDER; SERVICE BY POSTING OR PUBLICATION IN THE AMOUNT OF 20.00, TRANSACTION NUMBER 12438036 AND RECEIPT NUMBER 12261715.	10/18/2018		1 pages	<input type="checkbox"/>
24	MINUTES FINALIZED FOR CHAMBERS WORK 10/18/2018 01:42:00 PM.	10/18/2018		1 pages	<input type="checkbox"/>
25	CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	10/18/2018		2 pages	<input type="checkbox"/>
26	EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND ORDERS (GRANTED) FILED BY GALLIAN, JAMIE L. ON 10/18/2018	10/18/2018		2 pages	<input type="checkbox"/>
27	MINUTES FINALIZED FOR CHAMBERS WORK 10/18/2018 01:30:00 PM.	10/19/2018		1 pages	<input type="checkbox"/>
28	CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	10/22/2018		3 pages	<input type="checkbox"/>
29	E-FILING TRANSACTION 2725684 RECEIVED ON 10/23/2018 03:36:29 PM.	10/23/2018		NV	
30	NOTICE - OTHER FILED BY BS INVESTORS, LLC ON 10/23/2018	10/23/2018		3 pages	<input type="checkbox"/>
31	E-FILING TRANSACTION 4900721 RECEIVED ON 10/24/2018 11:02:27 AM.	10/24/2018		NV	
32	PROOF OF SERVICE OF 5-DAY SUMMONS & COMPLAINT - PERSONAL FILED BY BS INVESTORS, LLC ON 10/24/2018	10/24/2018		2 pages	<input type="checkbox"/>
33	PROOF OF SERVICE OF SUMMONS & COMPLAINT - UNNAMED OCCUPANTS FILED BY BS INVESTORS, LLC ON 10/24/2018	10/24/2018		2 pages	<input type="checkbox"/>
34	ORDER TO SHOW CAUSE RE: DISMISSAL SCHEDULED FOR 12/14/2018 AT 08:30:00 AM IN C61 AT CENTRAL JUSTICE CENTER.	11/26/2018		2 pages	<input type="checkbox"/>
36	E-FILING TRANSACTION 3735543 RECEIVED ON 12/03/2018 12:09:50 PM.	12/03/2018		NV	
37	REQUEST FOR DISMISSAL (WITHOUT PREJUDICE COMPLAINT) FILED BY BS INVESTORS, LLC ON 12/03/2018	12/03/2018		3 pages	<input type="checkbox"/>
38	AMENDED COMPLAINT DISPOSED WITH DISPOSITION OF REQUEST FOR DISMISSAL.	12/03/2018		NV	
39	CASE DISMISSED WITH DISPOSITION OF REQUEST FOR DISMISSAL	12/03/2018		NV	

Participants:

8/30/22, 11:10 AM

Civil Case Access - Print Case Information

Name	Type	Assoc	Start Date	End Date
GRANT, GENOVESE & BARATTA, LLP	ATTORNEY		10/11/2018	
BS INVESTORS, LLC	PLAINTIFF		10/11/2018	
JAMIE L. GALLIAN	DEFENDANT		10/11/2018	

Hearings:

Description	Date	Time	Department	Judge
-------------	------	------	------------	-------

[Print this page](#)

EXHIBIT 10

000895



## Security Agreement

This security agreement is between J-SANDCASTLE CO. LLC, a(n) California limited liability company (the "**Borrower**") and JAMIE LYNN GALLIAN, an individual (the "**Lender**").

The Borrower is indebted to the Lender in the amount of \$225000 (the "**Loan**"). The Loan is evidenced by a promissory note effective on the same date as this agreement (the "**Note**"), a copy of which is attached as **Exhibit A**. The Note and this agreement are collectively referred to as the "**Loan Documents**."

To induce the Lender to provide Loan to the Borrower as evidenced by the Note, the Borrower has agreed to enter into this security agreement for the benefit of the Lender and to grant the Lender a security interest in the Secured Property (as defined below) to secure the prompt payment, performance, and discharge in full of the Borrower's obligations under the Note.

The parties therefore agree as follows:

### 1. GRANT OF SECURITY INTEREST.

The Borrower grants to the Lender a security interest in the Secured Property (as defined in section 2 below) to secure payment of the Loan.

### 2. SECURED PROPERTY.

The secured property consists of all of the Borrower's interest as of the effective date of this agreement in the following properties and rights, wherever located, whether now owned or existing or later acquired and arising (the "**Secured Property**"): SERIAL NUMBER AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081; ASSESSOR'S PARCEL NUMBER 891-569-62

### 3. INDEBTEDNESS.

This agreement is made to secure payment when due of the Loan. The Loan includes:

- (a) all obligations of the Borrower to the Lender under the Note;

(b) all amendments, renewals, or extensions of the above;

(c) all costs incurred by the Lender in establishing, determining, continuing, or defending the validity or priority of its security interest, or in pursuing its rights under this agreement or any other Loan Document or in connection with any proceeding involving the Lender as a result of any financial accommodation to the Borrower; and

(d) all other costs of collecting the Loan, including attorneys' fees.

The Borrower shall reimburse the Lender for these expenses immediately on demand, and until paid all costs shall bear interest at the highest per year rate applicable to the Loan and permitted by law.

#### **4. REAFFIRMATION OF LOAN.**

The Borrower hereby reaffirms its obligation for the full and punctual payment and performance of the Note and all other obligations of the Borrower under the Note.

#### **5. BORROWER'S OBLIGATIONS.**

(a) The Borrower shall pay the Loan at the time and in the manner provided in the Note;

(b) The Borrower shall ensure that the Secured Property remains free of all security interests other than the rights of the Lender created by this agreement;

(c) The Borrower will defend the Lender's interest in the Secured Property against the claims of all other persons; and

(d) The Borrower may not transfer any Secured Property while this agreement is in effect without the prior written consent of the Lender, which consent may be withheld or given in the Lender's sole discretion.

#### **6. RECORDING OF AGREEMENT.**

On the effective date of this agreement, the Borrower will record this agreement and any security instrument creating a security interest on the Secured Property as required by law to protect the security interest of the Lender on the Secured Property. The Borrower shall pay all filing fees and associated expenses incident to this recordation.

**7. EVENTS OF DEFAULT.**

The Borrower will be in default under this agreement if any of the following occurs:

- (a) A default in the payment of the Loan or any of the obligations contained in this agreement or in the Loan Documents;
- (b) Any representation made to the Lender by the Borrower proving to have been false in any material respect when made;
- (c) Loss, theft, substantial damage, or destruction, or any sale or encumbrance to which the Lender did not consent in writing, of the Secured Property, or the making of a levy, seizure, or attachment on that property; or
- (d) An Event of Default, as defined in the Note.

**8. REMEDIES FOR EVENTS OF DEFAULT.**

If an Event of Default occurs, the Lender may declare the Loan immediately due. In addition, the Lender will have all of the remedies set forth below, and these remedies are cumulative, so that the Lender may exercise one or more of these remedies until the Loan is paid in full without right of reinstatement, disgorgement, or repayment by reason of a preference, other creditor action, or by operation of law:

- (a) cause all or any portion of the Secured Property to be registered in its name or the name of its nominee, designee, or assignee;
- (b) have the exclusive right to receive all distributions with respect to the Secured Property;
- (c) dispose of the Secured Property, at private or public sale, without advertisement of the time or place of the sale (or any adjournment), free of any right of redemption by the Borrower (this right of redemption being expressly waived by the Borrower), at the price, in the manner, and to the purchaser (including the Lender) that the Lender determines in its sole discretion. The proceeds of this sale will be applied to the Loan and the sale expenses (and the Borrower will remain liable for any deficiencies); or
- (d) all other rights and remedies arising under this agreement or applicable law.

**9. RESPONSIBILITY FOR SECURED PROPERTY.**

The Borrower assumes all responsibility for the Secured Property, and the Loan will not be affected by the loss, destruction,

damage, or theft of any of the Secured Property or its unavailability for any reason. The Lender

(a) has no duty (either before or after an Event of Default) to collect any amounts related to the Secured Property or to preserve any rights relating to the Secured Property, and

(b) has no obligation to clean up or otherwise prepare the Secured Property for sale.

The Borrower remains obligated under each agreement included in the Secured Property. The exercise of the Lender of any rights under this agreement does not release the Borrower from its obligations under the agreements included in the Secured Property.

The Lender has no liability under the agreements included in the Secured Property.

#### **10. TERMINATION.**

This agreement and all rights of the Lender under this agreement will terminate when the Lender is satisfied that the Loan and all other obligations of the Borrower under the Loan Documents are paid and performed in full without reinstatement, disgorgement, or repayment by reason of a preference, other credit or action, or operation of law.

#### **11. INCONSISTENCIES.**

If any provision of this agreement is inconsistent with any provision in the Note, the provisions of this agreement will control.

#### **12. GOVERNING LAW.**

(a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in ORANGE, California.

#### **13. AMENDMENTS.**

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

#### **14. ASSIGNMENT AND DELEGATION.**

(a) **No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited



by this subsection.

(b) **No Delegation.** The Borrower may not delegate any performance under this note.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made, or if both are made, in violation of this section, it is void and they are void.

#### **15. COUNTERPARTS; ELECTRONIC SIGNATURES.**

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

#### **16. SEVERABILITY.**

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this agreement to be unreasonable.

#### **17. NOTICES.**

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Borrower:

J-SANDCASTLE CO. LLC

5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

If to the Lender:

JAMIE LYNN GALLIAN

18222 Monterey Ln Sp. 376

Huntington Beach, California 92649

jamiegallian@gmail.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

**18. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

**19. ENTIRE AGREEMENT.**

This agreement, together with the other Loan Documents, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous



communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**20. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**21. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**22. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

J-SANDCASTLE CO. LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: JAMIE L GALLIAN  
Title: MEMBER

EXHIBIT A

Attach copy of promissory note

## Secured Promissory Note (Fully Amortized)

\$225000

11/16/2018

Huntington Beach, California

On or before 12/16/2048, for value received, the undersigned J-SANDCASTLE CO LLC (the "**Borrower**") promises to pay to the order of J-PAD, LLC (the "**Holder**"), in the manner and at the place provided below, the principal sum of \$225000.

### 1. PAYMENT.

All payments of principal and interest under this note will be made in lawful money of the United States, without offset, deduction, or counterclaim, by wire transfer of immediately available funds to an account designated by the Holder in writing at least 10 days after the effective date of this note or, if this designation is not made, by check mailed to the Holder at 5782 Pinon Drive, Huntington Beach, California, 92649, or at such other place as the Holder may designate in writing.

### 2. MONTHLY INSTALLMENT PAYMENTS.

Principal and interest will be payable in 360 consecutive monthly installments of \$1278.00, beginning on or before 12/15/2018 and continuing on the 15th day of each month, until the principal and interest have been paid in full. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal paid. Acceptance by the Holder of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this note.

### 3. INTEREST.

Interest on the unpaid principal balance of this note is payable from the date of this note until this note is paid in full, at the rate of 5.5% per year, or the maximum amount allowed by applicable law, whichever is less. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues.

**4. PREPAYMENT.**

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this note.

**5. SECURITY FOR PAYMENT.**

This note is secured by certain assets of the Borrower in accordance with a separate security agreement dated 11/16/2018 between the Holder and the Borrower (the "**Security Agreement**"). If an Event of Default (defined below) occurs, the Holder will have the rights set forth below and in the Security Agreement.

**6. EVENTS OF DEFAULT.**

Each of the following constitutes an "**Event of Default**" under this note:

- (a) the Borrower's failure to make any payment when due under the terms of this note, including the final payment due under this note when fully amortized;
- (b) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower;
- (c) an assignment made by the Borrower for the benefit of creditors; or
- (d) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property.

**7. ACCELERATION; REMEDIES ON DEFAULT.**

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in its sole discretion, pursue any legal or equitable remedies available to it under applicable law or in equity, including taking any of the following actions:

(a) personally, or by agents or attorneys (in compliance with applicable law), take immediate possession of the collateral. To that end, the Holder may pursue the collateral where it may be found, and enter the Borrower's premises, with or without notice, demand, process of law, or legal procedure if this can be done without breach of the peace. If the premises on which any part of the collateral is located are not under the Borrower's direct control, the Borrower will exercise its best efforts to ensure that the Holder is promptly provided right of access to those premises. To the extent that the Borrower's consent would otherwise be required before a right of access could be granted, the Borrower hereby irrevocably grants that consent;

(b) require the Borrower to assemble the collateral and make it available to the Holder at a place to be designated by the Holder that is reasonably convenient to both parties (it being acknowledged that the Borrower's premises are reasonably convenient to the Borrower);

(c) sell, lease, or dispose of the collateral or any part of it in any manner permitted by applicable law or by contract; and

(d) exercise all rights and remedies of a secured party under applicable law.

**8. WAIVER OF PRESENTMENT; DEMAND.**

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated payments listed does not relieve the undersigned of the obligation to honor the requirements of this note.

**9. GOVERNING LAW.**

(a) **Choice of Law.** The laws of the state of California govern this note (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Orange, California.

**10. COLLECTION COSTS AND ATTORNEYS' FEES.**



The Borrower shall pay all expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due.

**11. ASSIGNMENT AND DELEGATION.**

**(a) No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.

**(b) No Delegation.** The Borrower may not delegate any performance under this note.

**(c) Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

**12. SEVERABILITY.**

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

**13. NOTICES.**

**(a) Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

**(b) Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Borrower:

J-Sandcastle Co LLC



5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

If to the Holder:

J-Pad, LLC

5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

**(c) Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

#### **14. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

#### **15. HEADINGS.**

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT

I, I certify under penalty of perjury that the contents of this Document are true.  
I declare, I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:

  
Jamie L. Gallian

---

11. I certify under penalty of perjury that the contents of this Document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:

  
ANTHONY CALDERON, Manager of J-Pad, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

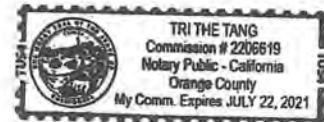
  
Jamie L. Gallian

On before me, personally appeared Jamie L. Gallian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_(Notary Seal)  
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

  
Anthony Calderon

On before me, personally appeared Anthony Calderon on behalf of who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_(Notary Seal)  
Signature of Notary Public





**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS****A. NAME & PHONE OF CONTACT AT FILER (optional)**

Jamie Gallian  
714-321-449

**B. E-MAIL CONTACT AT FILER (optional)****C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

J-Pad, LLC  
5782 Pinon Drive  
Huntington Beach, CA 92649  
USA

DOCUMENT NUMBER: 76027030002

FILING NUMBER: 19-7691905279

FILING DATE: 01/14/2019 08:16

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	1a. ORGANIZATION'S NAME J-Sandcastle Co LLC				
	1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 16222 Monterey Lane #376		CITY Huntington Beach	STATE CA	POSTAL CODE 92649	COUNTRY USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME Gallian				
2c. MAILING ADDRESS 16222 Monterey Ln #376		CITY Huntington Beach	STATE CA	POSTAL CODE 92649	COUNTRY USA

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-Pad, LLC - CA SOS Entity No. 201804019750				
	3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 2702 N GAFF STREET		CITY ORANGE	STATE CA	POSTAL CODE 92865	COUNTRY USA

4. **COLLATERAL:** This financing statement covers the following collateral:  
ORANGE COUNTY CALIFORNIA ASSESSOR'S PARCEL NUMBER 891-569-62  
SERIAL NUMBERS AC7V710394GB, AC7V710394GA  
DECAL NUMBER LBM1081

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Financ Transaction ☒ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Seller/Seller ☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

EXHIBIT 10, PAGE 122

000911

**EXHIBIT 11**

000912



Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc  
Main Document Page 20 of 25

ELAINE B. ALSTON  
VIVIANNE J. ALSTON  
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400  
FACSIMILE (714) 556-9500

27201 PUERTA REAL  
SUITE 300  
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

**FIVE (5) DAY DEMAND**  
**FOR SURRENDER OF POSSESSION OF SITE**

**To: Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):**

**NOTICE IS HEREBY GIVEN** that management of the mobilehome park commonly known as:

Rancho Del Rey  
16222 Monterey Lane  
Huntington Beach, CA 92649  
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376  
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.



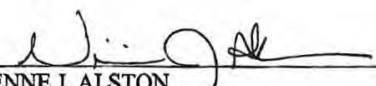
Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc  
Main Document Page 21 of 25

J Gallian  
and All Unlawful Occupants  
December 10, 2018  
Page 2

**THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.**

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By:   
VIVIENNE J. ALSTON  
Authorized Agent for Owner

cc: Client  
Park Manager

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc  
Main Document Page 22 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <b>Vivienne J. Alston SBN 170746</b> <b>ALSTON, ALSTON &amp; DIEBOLD</b> <b>27201 Puerta Real ste 300</b> <b>Mission Viejo, CA 92691</b> ATTORNEY FOR <b>Plaintiff</b>		TELEPHONE NUMBER <b>(714) 556-9400</b>	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

**Constructive Service**

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **Jamie Gallian**

On: **12/11/2018**

At: **05:39 PM**

**By posting** a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **129.50**
- e. I am:
- (3) ☒ a registered California process server:
  - (i) ☒ Independent Contractor
  - (ii) Registration No.: **2729**
  - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Cesar Gonzalez

Date: 12/12/2018

Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc  
Main Document Page 23 of 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <b>Vivienne J. Alston SBN 170746</b> <b>ALSTON, ALSTON &amp; DIEBOLD</b> <b>27201 Puerta Real ste 300</b> <b>Mission Viejo, CA 92691</b> ATTORNEY FOR <b>Plaintiff</b>		TELEPHONE NUMBER <b>(714) 556-9400</b>	FOR COURT USE ONLY
SHORT TITLE OF CASE: <b>Rancho Del Rey v. Gallian, Jamie</b>			
DATE:	TIME:	DEP./DIV.	
<b>Declaration of Service of Notice to Tenant</b>			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **All Other Occupants**

On: **12/11/2018** At: **05:39 PM**

**By posting** a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **39.50**
- e. I am:
  - (3) ☒ a registered California process server:
    - (i) ☒ Independent Contractor
    - (ii) Registration No.: **2729**
    - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-02



Case 8:21-ap-01097-ES Doc 3 Filed 10/22/21 Entered 10/22/21 17:11:36 Desc  
Main Document Page 24 of 25

### VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing COMPLAINT

and know its contents.

#### ☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☐ an Officer ☒ a partner ☐ a \_\_\_\_\_ of HOUSER BROS CO.

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for \_\_\_\_\_ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on December 19, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christopher C Houser  
Type or Print Name

#### PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

Signature

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of \_\_\_\_\_, State of California.

I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On, \_\_\_\_\_ I served the foregoing document described as \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

#### ☐ BY MAIL

☐ \*I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at \_\_\_\_\_ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ **\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\* (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal  
Solutions  
& Plus

Rev. 7/99

EXHIBIT 12

000918

ELAINE B. ALSTON, Bar No. 134139,  
 VIVIENNE J. ALSTON, Bar No. 170746  
 Members of  
**ALSTON, ALSTON & DIEBOLD**  
 Attorneys at Law  
 27201 Puerta Real, Suite 300  
 Mission Viejo, California 92691  
 (714) 556-9400 – FAX (714) 556-9500

Attorney for Plaintiff

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Orange

**01/02/2019** at 08:00:00 AM

Clerk of the Superior Court  
 By Diana Cuevas, Deputy Clerk

SUPERIOR COURT, STATE OF CALIFORNIA  
 COUNTY OF ORANGE,

HOUSER BROS. CO., a California limited  
 partnership dba RANCHO DEL REY MOBILE  
 HOME ESTATES

Plaintiff,

vs.

JAMIE GALLIAN AND ALL OTHER  
 OCCUPANTS AND PERSONS IN POSSESSION  
 WITHOUT A SIGNED LEASE AGREEMENT,  
 and DOES 1 to 10, inclusive,

Defendant

Case No.: 30-2019-01041423-CL-UD-CJC

COMPLAINT FOR FORCIBLE ENTRY/  
 DETAINER (MOBILEHOME PARK)

[CIVIL CODE §798.75 AND CODE OF  
 CIVIL PROCEDURE §§1159, et seq.]

**DOES NOT EXCEED \$10,000.00**

COMES NOW, the Plaintiff herein, and alleges as follows:

1. Plaintiff, HOUSER BROS. CO., a California limited partnership doing business in the County of Orange State of California, under the fictitious name of RANCHO DEL REY MOBILE HOME ESTATES. Plaintiff has filed the statements and published the notices required by §§17900, et seq., of the Business and Professions Code.

2. Defendants, JAMIE GALLIAN AND ALL OTHER OCCUPANTS AND PERSONS IN POSSESSION WITHOUT A SIGNED LEASE AGREEMENT, are individuals residing in the City of Huntington Beach, County of Orange State of California

3. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who

**COMPLAINT FOR FORCIBLE ENTRY/DETAINER**



1 therefore sues said Defendants by said fictitious names. Plaintiff will amend this Complaint to insert  
2 said Defendants' true names and capacities when the same have been ascertained.

3 4. The premises which are the subject of this action are located in the judicial district in  
4 which this action is brought. Said premises are situated at 16222 Monterey Lane, Space 376,  
5 Huntington Beach, California 92647 (the "Premises").

6 5. Plaintiff is the owner of said Premises and has a superior right to possession thereof.

7 6. Defendants entered into possession of the subject Premises without the consent of  
8 Plaintiff. No rental agreement has been entered into between Plaintiff and Defendants. Defendant's  
9 application was denied due to her poor financial condition. Defendant also made a material falsehood  
10 on her application, and her prior conduct indicates she will not comply with the Rules and Regulations  
11 governing the mobilehome park.

12 7. Due to the failure of Defendants to execute a rental agreement prior to taking possession  
13 of the Premises, Defendants have no right of tenancy and are unlawful occupants within the meaning of  
14 Civil Code §798.75.

15 8. On or about December 11, 2018 Plaintiff caused to be served on Defendants a Five (5)  
16 Day Notice to Quit Premises. A copy of said Notice is attached hereto as Exhibit "1" and incorporated  
17 herein by this reference.

18 9. Defendants remain in possession of the subject Premises as of this date, and said  
19 possession is without Plaintiff's consent.

20 10. Defendants continue in willful, malicious, obstinate and/or intentional possession of said  
21 Premises without Plaintiff's consent and refuse to surrender possession of same to Plaintiff.

22 11. The reasonable rental value of the Premises is at least Thirty-Six Dollars and Twenty  
23 Cents (\$36.20) per day, and damages caused by Defendants' forcible detention will accrue at said rate so  
24 long as Defendants' mobilehome remains in possession of said Premises.

25 12. The reasonable value of utilities consumed is the amount evidenced by the meters  
26 installed on the Premises, and damages caused by Defendants' forcible detention will accrue at said  
27 rates so long as Defendants' mobilehome remains in possession of the said Premises.

1           13.     The reasonable value for trash removal and sewage charges are the amounts charged by  
2 the suppliers for these services, and damages caused by Defendants' forcible detention will accrue at  
3 said rate so long as Defendants, or any of them, remain in possession of said premises.

4           14.     California Civil Code §798.85 states as follows:

5                     "In any action arising out of the provisions of this chapter the prevailing  
6 party shall be entitled to reasonable attorneys' fees and costs."

7           15.     Plaintiff has been compelled to commence this action for recovery of possession of said  
8 Premises and for default in payment of rent and utilities, and Plaintiff has thereby incurred and been  
9 required to expend money for attorneys' fees.

10          16.     Plaintiff has been compelled to commence this action for recovery of possession of said  
11 Premises and for default in payment of rent, utilities and other charges, and to otherwise enforce  
12 Plaintiff's rights under Exhibit "1," and Plaintiff has thereby incurred and been required to expend  
13 money for attorneys' fees.

14  
15           WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

16           (1)     For restitution of said Premises;

17           (2)     For damages at the rate of Thirty-Six Dollars and Twenty Cents (\$36.20) per day as a  
18 reasonable rental value of the Premises from and after the date Defendants went into  
19 possession according to proof, and until judgment and for so long as Defendants, or any of  
20 them, continue to occupy said Premises;

21           (3)     For actual consumption of utilities commencing from and after the date Defendants  
22 went into possession according to proof, and until judgment and for so long as Defendants, or  
23 any of them, continue in possession of said Premises;

24           (4)     For treble the amount above;

25           (5)     For attorneys' fees incurred herein;

26           (6)     For costs of suit incurred herein;

27           (7)     For interest at the legal rate on judgment; and  
28

1 (8) For such other and further relief as the Court may deem just and proper, except that  
2 Plaintiff remits all damages in excess of the jurisdiction of this Court.  
3

4 DATED: December 18, 2018

By:

  
Vivienne J. Alston  
Attorney for Plaintiff

**EXHIBIT 1**

000923

EXHIBIT 12, PAGE 131



ELAINE B. ALSTON  
VIVIANNE J. ALSTON  
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400  
FACSIMILE (714) 556-9500

27201 PUERTA REAL  
SUITE 300  
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

**FIVE (5) DAY DEMAND**  
**FOR SURRENDER OF POSSESSION OF SITE**

**To: Jamie Galian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):**

**NOTICE IS HEREBY GIVEN** that management of the mobilehome park commonly known as:

Rancho Del Rey  
16222 Monterey Lane  
Huntington Beach, CA 92649  
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376  
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.



J Gallian  
and All Unlawful Occupants  
December 10, 2018  
Page 2

**THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.**

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By:   
VIVIENNE J. ALSTON  
Authorized Agent for Owner

cc: Client  
Park Manager

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <b>Vivienne J. Alston SBN 170746</b> <b>ALSTON, ALSTON &amp; DIEBOLD</b> <b>27201 Puerta Real ste 300</b> <b>Mission Viejo, CA 92691</b> ATTORNEY FOR <b>Plaintiff</b>		TELEPHONE NUMBER <b>(714) 556-9400</b>	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	CASE NUMBER: Not Applicable
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

**Constructive Service**

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018 at 05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **Jamie Gallian**

On: **12/11/2018**

At: **05:39 PM**

**By posting** a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **129.50**
- e. I am:
- (3) ☒ a registered California process server:
  - (i) ☒ Independent Contractor
  - (ii) Registration No.: **2729**
  - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Cesar Gonzalez

Date: **12/12/2018**

Declaration of Service of Notice to Tenant

Invoice #: 2305520-01

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <b>Vivienne J. Alston SBN 170746</b> <b>ALSTON, ALSTON &amp; DIEBOLD</b> <b>27201 Puerta Real ste 300</b> <b>Mission Viejo, CA 92691</b> ATTORNEY FOR <b>Plaintiff</b>		TELEPHONE NUMBER <b>(714) 556-9400</b>	FOR COURT USE ONLY
SHORT TITLE OF CASE: Rancho Del Rey v. Gallian, Jamie			
DATE:	TIME:	DEP./DIV.	
Declaration of Service of Notice to Tenant			Ref. No. or File No: 1510

I, the undersigned, declare that I served the tenant with the: **Five (5) Day Demand for Surrender of Possession of site.;**

Constructive Service

After unsuccessfully attempting to personally serve said Notice(s) on each of the named parties on **12/11/2018** at **05:39 PM**, I completed service by serving said notice(s) as authorized by C.C.P. Section 1162 (2,3). In the manner set forth below.

To: **All Other Occupants**

On: **12/11/2018** At: **05:39 PM**

**By posting** a copy for each tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at the property where situated, **and mailing** a copy to said tenant(s) by depositing said copies in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the tenant on **12/11/2018** from **Garden Grove** at the address where served: **16222 Monterey Lane 376 Huntington Beach, CA 92649**

Person Who served papers:

- a. Name: **Cesar Gonzalez**
- b. Address: **840 N. Birch St, Santa Ana, CA 92701**
- c. Telephone number: **714-953-9451**
- d. The fee for this service was: **39.50**
- e. I am:
  - (3) ☒ a registered California process server:
    - (i) ☒ Independent Contractor
    - (ii) Registration No.: **2729**
    - (iii) County: **Orange**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Cesar Gonzalez

Date: 12/12/2018

Declaration of Service of Notice to Tenant

Invoice #: 2305520-02



## VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing COMPLAINT

and know its contents.

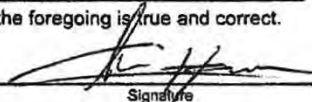
☐ CHECK APPLICABLE PARAGRAPHS☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☒ I am ☐ an Officer ☒ a partner ☐ a \_\_\_\_\_ of HOUSER BROS CO.a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am one of the attorneys for \_\_\_\_\_ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on December 19, 2018, at HUNTINGTON BEACH, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christopher C. Houser

Type or Print Name



Signature

## PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of \_\_\_\_\_, State of California.

I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On, \_\_\_\_\_ I served the foregoing document described as \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:☐ BY MAIL☐ I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at \_\_\_\_\_ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ \*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal  
Solutions  
& Plus

Rev. 7/99

EXHIBIT 13

000929



**SUPERIOR COURT OF CALIFORNIA**

**Name and Address of Court:**  
**Superior Court of California, County of ORANGE**  
 700 W. Civic Center Drive  
 Santa Ana, CA 92701

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

<b>Participant Name</b>	<b>Role</b>	<b>Attorney</b>
Jamie Gallian AKA Jamie Lynn Gallian	Defendant	Casello & Lincoln, Law Office of Casello & Lincoln
Houser Bros. Co. DBA RANCHO DEL REY MOBILE HOME ESTATES	Plaintiff	Alston, Alston & Diebold Attorneys at Law

**Attorney Contact Information**

<b>Attorney Name</b>	<b>Address</b>	<b>Phone Number</b>
Alston, Alston & Diebold Attorneys at Law	27201 Puerta Real #300 Mission Viejo, CA 92691	714-556-9100

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
2	01/02/2019	Complaint filed by Houser Bros. Co. on 01/02/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
3	01/02/2019	Civil Case Cover Sheet filed by Houser Bros. Co. on 01/02/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
4	01/02/2019	Summons Issued and Filed filed by Houser Bros. Co. on 01/02/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
1	01/04/2019	E-filing transaction 4921967 received on 01/01/2019 06:48:29 PM.	
5	01/04/2019	Payment received by OneLegal for 171 - Complaint or other 1st paper <=\$10K (Unlawful Detainer) in the amount of 240.00, transaction number 12476855 and receipt number 12300521.	
6	01/04/2019	Notice that you have been sued OC generated	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
8	01/24/2019	Application and Order to Serve Summons by Posting - Unlawful Detainer received on 01/24/2019. Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
7	02/01/2019	E-filing transaction 2755214 received on 01/24/2019 01:00:56 PM.	
9	02/01/2019	Payment received by OneLegal for 37 - Requests not requiring a hearing: Continuance of hearing or case management conference; stipulation and order; service by posting or publication in the amount of 20.00, transaction number 12492992 and receipt number 12316691.	
10	02/04/2019	Order - Other (to serve summons by posting) filed by Houser Bros. Co. on 02/04/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
11	02/04/2019	Clerk's Certificate of Mailing/Electronic Service	
12	02/05/2019	Order to Show Cause re: Dismissal scheduled for 03/08/2019 at 08:30:00 AM in C61 at Central Justice Center.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
23	02/06/2019	Declination of Commissioner filed by Gallian, Jamie on 02/06/2019 Refers To:	Gallian, Jamie (Defendant)
13	02/06/2019	E-filing transaction 1588314 received on 02/06/2019 09:30:15 AM.	
15	02/08/2019	E-filed document with transaction number 3757661 was rejected.	
16	02/20/2019	E-filed document with transaction number 4936628 was rejected.	
17	02/20/2019	E-filed document with transaction number 2764487 was rejected.	
18	02/22/2019	E-filing transaction 2765467 received on 02/22/2019 02:36:08 AM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
19	02/22/2019	Proof of Service by Posting (UD) filed by Houser Bros. Co. on 02/22/2019 Refers To:	Houser Bros. Co. (Plaintiff)
21	02/22/2019	Answer to Complaint filed by Gallian, Jamie on 02/22/2019 Refers To:	Gallian, Jamie (Defendant)
20	02/22/2019	E-filing transaction 1593961 received on 02/22/2019 07:08:52 AM.	
22	02/22/2019	Payment received by DDSLegal for 173 - Answer or other 1st paper <=\$10K in the amount of 225.00, transaction number 12504517 and receipt number 12328236.	
24	02/25/2019	Minutes finalized for Chambers Work 02/25/2019 08:45:00 AM.	
27	02/25/2019	Defendant declined to stipulate to Commissioner Carmen Luege.	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
28	02/25/2019	Order to Show Cause re: Dismissal continued to 03/05/2019 at 01:30 PM in Department C66.	
29	02/25/2019	Minutes finalized for Chambers Work 02/25/2019 08:46:00 AM.	
30	02/25/2019	Clerk's Certificate of Mailing/Electronic Service	
32	02/27/2019	Proof of eService filed by Gallian, Jamie on 02/27/2019 Refers To:	Gallian, Jamie (Defendant)
31	02/27/2019	E-filing transaction 1595620 received on 02/27/2019 09:12:05 AM.	
33	03/04/2019	E-filed document with transaction number 4943207 was rejected.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
35	03/04/2019	Ex Parte Application - Other filed by Gallian, Jamie on 03/04/2019 Refers To:	Gallian, Jamie (Defendant)
39	03/04/2019	Proposed Order received on 03/04/2019. Refers To:	Gallian, Jamie (Defendant)
34	03/04/2019	E-filing transaction 2768947 received on 03/04/2019 02:51:29 PM.	
36	03/04/2019	Payment received by DDSLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12510182 and receipt number 12333901.	
37	03/04/2019	Ex Parte scheduled for 03/05/2019 at 01:30:00 PM in C66 at Central Justice Center.	
38	03/04/2019	E-filing transaction 3765840 received on 03/04/2019 03:11:11 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
41	03/05/2019	Opposition filed by Houser Bros. Co. on 03/05/2019 Refers To:	Houser Bros. Co. (Plaintiff)
42	03/05/2019	Request for Judicial Notice filed by Houser Bros. Co. on 03/05/2019 Refers To:	Houser Bros. Co. (Plaintiff)
40	03/05/2019	E-filing transaction 2769341 received on 03/05/2019 12:02:12 PM.	
46	03/05/2019	Declaration - Other filed by Gallian, Jamie on 03/05/2019 Refers To:	Gallian, Jamie (Defendant)
47	03/05/2019	Notice - Other filed by Gallian, Jamie on 03/05/2019 Refers To:	Gallian, Jamie (Defendant)
43	03/05/2019	Minutes finalized for Multiple Events 03/05/2019 01:30:00 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
44	03/05/2019	Minutes finalized for Multiple Events 03/05/2019 01:30:00 PM.	
45	03/11/2019	E-filing transaction 4944163 received on 03/05/2019 01:19:29 PM.	
49	04/17/2019	Peremptory Challenge Pursuant to 170.6 CCP (Hon. Ronald Bauer) filed by Gallian, Jamie on 04/17/2019 Refers To:	Gallian, Jamie (Defendant)
48	04/18/2019	E-filing transaction 3782095 received on 04/17/2019 03:48:26 PM.	
50	04/18/2019	Minutes finalized for Chambers Work 2019-04-18 14:18:00.0.	
52	04/18/2019	Proof of Service filed by Gallian, Jamie on 04/18/2019 Refers To:	Gallian, Jamie (Defendant)

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
54	04/18/2019	Proof of Service filed by Gallian, Jamie on 04/18/2019 Refers To:	Gallian, Jamie (Defendant)
51	04/19/2019	E-filing transaction 3782590 received on 04/18/2019 03:34:43 PM.	
53	04/19/2019	E-filing transaction 3782604 received on 04/18/2019 03:45:35 PM.	
56	05/07/2019	The Order to Show Cause re: Dismissal for Failure to Proceed is scheduled for 05/28/2019 at 01:30 PM in Department C-66.	
57	05/07/2019	Minutes finalized for Chambers Work 05/07/2019 11:07:00 AM.	
58	05/07/2019	Clerk's Certificate of Service By Mail OC generated	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
60	05/28/2019	Order to Show Cause re: Dismissal for Failure to Proceed continued to 08/05/2019 at 01:30 PM in this department pursuant to party's motion.	
61	05/28/2019	Minutes finalized for Order to Show Cause re: Dismissal for Failure to Proceed 05/28/2019 01:30:00 PM.	
67	07/05/2019	Separate Statement filed by Houser Bros. Co. on 07/05/2019 Refers To:	Houser Bros. Co. (Plaintiff)
68	07/05/2019	Separate Statement filed by Houser Bros. Co. on 07/05/2019 Refers To:	Houser Bros. Co. (Plaintiff)
69	07/05/2019	Proof of Service filed by Houser Bros. Co. on 07/05/2019 Refers To:	Houser Bros. Co. (Plaintiff)
70	07/05/2019	Motion to Compel Answers to Interrogatories filed by Houser Bros. Co. on 07/05/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
71	07/05/2019	Motion to Compel Answers to Interrogatories filed by Houser Bros. Co. on 07/05/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
63	07/08/2019	Motion to Compel Answers to Interrogatories filed by Houser Bros. Co. on 07/08/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
62	07/09/2019	E-filing transaction 3809726 received on 07/06/2019 12:09:00 AM.	
64	07/09/2019	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12582934 and receipt number 12406993.	
65	07/09/2019	Motion to Compel Answers to Special Interrogatories scheduled for 07/18/2019 at 01:30:00 PM in C66 at Central Justice Center.	
66	07/09/2019	E-filing transaction 2812832 received on 07/05/2019 08:11:57 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
72	07/09/2019	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing, 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 120.00, transaction number 12582944 and receipt number 12407003.	
73	07/09/2019	Motion to Compel Further Responses to Form Interrogatories scheduled for 07/18/2019 at 01:30:00 PM in C66 at Central Justice Center.	
74	07/09/2019	Motion to Compel Further Responses to Form Interrogatories scheduled for 07/18/2019 at 01:30:00 PM in C66 at Central Justice Center.	
76	07/18/2019	Substitution of Attorney filed by Gallian, Jamie on 07/18/2019 Refers To:	Gallian, Jamie (Defendant)
78	07/18/2019	Notice of Related Case filed on 07/18/2019 Refers To:	Gallian, Jamie (Defendant)
75	07/18/2019	E-filing transaction 4991915 received on 07/18/2019 11:54:25 AM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
79	07/18/2019	Minutes finalized for Multiple Events 07/18/2019 01:30:00 PM.	
77	07/19/2019	E-filing transaction 2817127 received on 07/18/2019 12:05:22 PM.	
82	08/05/2019	Court orders the entire action dismissed without prejudice.	
83	08/05/2019	Minutes finalized for Order to Show Cause re: Dismissal for Failure to Proceed 08/05/2019 01:30:00 PM.	
84	08/05/2019	Notice of Dismissal OC generated	
81	08/05/2019	Case dismissed with disposition of Court dismissal- Lack of Prosecution	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
86	08/09/2019	Substitution of Attorney filed by Gallian, Jamie on 08/09/2019 Refers To:	Gallian, Jamie (Defendant)
85	08/14/2019	E-filing transaction 3821981 received on 08/09/2019 11:27:52 AM.	
88	09/04/2019	Ex Parte Application - Other filed by Houser Bros. Co. on 09/04/2019 Refers To:	Houser Bros. Co. (Plaintiff)
87	09/04/2019	E-filing transaction 41008488 received on 09/04/2019 09:20:13 AM.	
89	09/04/2019	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12614692 and receipt number 12439191.	
90	09/04/2019	Ex Parte scheduled for 09/05/2019 at 01:30:00 PM in C66 at Central Justice Center.	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
92	09/04/2019	Substitution of Attorney filed by Gallian, Jamie on 09/04/2019 Refers To:	Gallian, Jamie (Defendant)
91	09/05/2019	E-filing transaction 3830581 received on 09/04/2019 10:36:47 AM.	
94	09/05/2019	The Motion to Vacate is scheduled for 09/12/2019 at 01:30 PM in Department C66.	
95	09/05/2019	Minutes finalized for Ex Parte 09/05/2019 01:30:00 PM.	
97	09/11/2019	Points and Authorities (in Opposition) filed by Gallian, Jamie on 09/11/2019 Refers To:	Gallian, Jamie (Defendant)
96	09/12/2019	E-filing transaction 41011308 received on 09/11/2019 02:39:59 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
------	------------	------------------	----------

101	09/12/2019	The Status Conference is scheduled for 10/21/2019 at 01:30 PM in Department C66.	
-----	------------	--	--

102	09/12/2019	Dismissal entered against Houser Bros. Co., DBA RANCHO DEL REY MOBILE HOME ESTATES, Jamie Gallian on the Complaint vacated.	
-----	------------	---	--

103	09/12/2019	Minutes finalized for Motion to Vacate 09/12/2019 01:30:00 PM.	
-----	------------	--	--

105	09/13/2019	Proposed Order received on 09/13/2019. Refers To:	Gallian, Jamie (Defendant)
-----	------------	---	----------------------------

104	09/19/2019	E-filing transaction 3834213 received on 09/13/2019 12:16:01 PM.	
-----	------------	--	--

106	10/01/2019	Order After Hearing filed by The Superior Court of Orange on 10/01/2019	
-----	------------	---	--

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
107	10/01/2019	Clerk's Certificate of Mailing/Electronic Service	
108	10/21/2019	Minutes finalized for Status Conference 10/21/2019 01:30:00 PM.	
110	10/29/2019	Motion for Sanctions filed by Houser Bros. Co. on 10/29/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
111	10/29/2019	Proof of Service filed by Houser Bros. Co. on 10/29/2019 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
109	10/30/2019	E-filing transaction 3850885 received on 10/29/2019 11:32:52 PM.	
112	10/30/2019	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12649416 and receipt number 12473995.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
113	10/30/2019	Motion for Terminating Sanctions scheduled for 11/07/2019 at 01:30:00 AM in C66 at Central Justice Center.	
115	10/30/2019	Proof of Service filed by Houser Bros. Co. on 10/30/2019 Refers To:	Houser Bros. Co. (Plaintiff)
114	10/30/2019	E-filing transaction 1683016 received on 10/30/2019 07:04:58 PM.	
117	11/06/2019	Points and Authorities filed by Gallian, Jamie on 11/06/2019 Refers To:	Gallian, Jamie (Defendant)
116	11/07/2019	E-filing transaction 3853794 received on 11/06/2019 03:50:55 PM.	
119	11/07/2019	The Voluntary Settlement Conference is scheduled for 12/13/2019 at 08:30 AM in Department C66.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
120	11/07/2019	Minutes finalized for Motion for Terminating Sanctions 11/07/2019 01:30:00 PM.	
121	12/13/2019	Minutes finalized for Voluntary Settlement Conference 12/13/2019 08:30:00 AM.	
122	03/04/2020	Order to Show Cause re: Dismissal scheduled for 03/26/2020 at 01:30:00 PM in C66 at Central Justice Center.	
124	03/18/2020	Order to Show Cause re: Dismissal continued to 06/04/2020 at 01:30 PM in this department pursuant to Court's motion.	
125	03/18/2020	Minutes finalized for Chambers Work 03/18/2020 04:05:00 PM.	
126	03/18/2020	Clerk's Certificate of Mailing/Electronic Service	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
127	05/20/2020	Order to Show Cause re: Dismissal scheduled for 09/03/2020 at 01:30:00 PM in C66 at Central Justice Center.	
128	05/20/2020	Notice of Continuance	
129	05/22/2020	Order to Show Cause re: Dismissal reassigned to C62 at Central Justice Center on 06/29/2020 at 01:30:00 PM.	
130	05/22/2020	Order to Show Cause re: Dismissal scheduled for 06/29/2020 at 01:30:00 PM in C62 at Central Justice Center.	
131	05/28/2020	Notice - Other (of Remote Court Hearing-Order to Show Cause) filed by The Superior Court of Orange on 05/28/2020	
132	05/29/2020	Clerk's Certificate of Mailing/Electronic Service	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
134	06/29/2020	Order to Show Cause re: Dismissal continued to 08/31/2020 at 01:30 PM in this department pursuant to party's motion.	
135	06/29/2020	Minutes finalized for Order to Show Cause re: Dismissal 06/29/2020 01:30:00 PM.	
136	06/29/2020	Clerk's Certificate of Mailing/Electronic Service	
138	08/31/2020	Motion for Terminating Sanctions filed by Houser Bros. Co. on 08/31/2020 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
142	08/31/2020	Order to Show Cause re: Dismissal continued to 10/28/2020 at 01:30 PM in this department pursuant to Court's motion.	
143	08/31/2020	Minutes finalized for Order to Show Cause re: Dismissal 08/31/2020 01:30:00 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
137	08/31/2020	E-filing transaction 3932518 received on 08/31/2020 01:01:10 PM.	
139	08/31/2020	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12774926 and receipt number 12601581.	
140	08/31/2020	Motion for Termination of Sanctions scheduled for 09/10/2020 at 01:30:00 PM in C62 at Central Justice Center.	
144	08/31/2020	Clerk's Certificate of Mailing/Electronic Service	
146	09/10/2020	Opposition filed by Gallian, Jamie on 09/10/2020 Refers To:	Gallian, Jamie (Defendant)
147	09/10/2020	Proof of eService filed by Gallian, Jamie on 09/10/2020 Refers To:	Gallian, Jamie (Defendant)

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
145	09/10/2020	E-filing transaction 2938665 received on 09/10/2020 12:15:57 PM.	
148	09/10/2020	Minutes finalized for Motion for Termination of Sanctions 09/10/2020 01:30:00 PM.	
149	09/11/2020	Clerk's Certificate of Mailing/Electronic Service	
151	09/29/2020	Order to Show Cause re: Dismissal continued to 11/09/2020 at 01:30 PM in Department C62.	
152	09/29/2020	Minutes finalized for Chambers Work 09/29/2020 03:11:00 PM.	
153	09/29/2020	Clerk's Certificate of Mailing/Electronic Service	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
156	10/16/2020	Order to Show Cause re: Dismissal continued to 11/09/2020 at 01:30 PM in Department C25.	
157	10/16/2020	Minutes finalized for Chambers Work 10/16/2020 10:23:00 AM.	
158	10/16/2020	Clerk's Certificate of Mailing/Electronic Service	
160	10/19/2020	Declaration in Support filed by Gallian, Jamie on 10/19/2020 Refers To:	Gallian, Jamie (Defendant)
159	10/19/2020	E-filing transaction 2950034 received on 10/19/2020 08:41:47 AM.	
161	11/02/2020	Minutes finalized for Chambers Work 11/02/2020 09:20:00 AM.	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
164	11/02/2020	Peremptory Challenge under C.C.P. 170.6 as to the Honorable Kimberly A. Knill filed.	
165	11/02/2020	Order to Show Cause re: Dismissal continued to 11/13/2020 at 08:30 AM in Department C61.	
166	11/02/2020	Minutes finalized for Chambers Work 11/02/2020 03:41:00 PM.	
167	11/02/2020	Clerk's Certificate of Mailing/Electronic Service	
170	11/12/2020	Minute order dated 11/02/2020 corrected Nunc Pro Tunc.	
171	11/12/2020	Order to Show Cause re: Dismissal continued to 12/14/2020 at 08:30 AM in Department C66.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
172	11/12/2020	Minutes finalized for Chambers Work 11/12/2020 02:59:00 PM.	
173	11/12/2020	Clerk's Certificate of Mailing/Electronic Service	
175	12/03/2020	Proof of Service by Mail filed by Gallian, Jamie on 12/03/2020 Refers To:	Gallian, Jamie (Defendant)
176	12/03/2020	Peremptory Challenge Pursuant to 170.6 CCP (Hon. Sherri Honer) filed by Gallian, Jamie on 12/03/2020 Refers To:	Gallian, Jamie (Defendant)
174	12/03/2020	E-filing transaction 3959997 received on 12/03/2020 09:46:33 AM.	
177	12/04/2020	Minutes finalized for Chambers Work 12/04/2020 07:34:00 AM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
178	12/04/2020	Clerk's Certificate of Mailing/Electronic Service	
180	12/14/2020	The Status Conference is scheduled for 03/29/2021 at 02:30 PM in Department C66.	
181	12/14/2020	Minutes finalized for Order to Show Cause re: Dismissal 12/14/2020 08:30:00 AM.	
183	03/22/2021	Status Conference continued to 04/05/2021 at 02:30 PM in this department pursuant to Court's motion.	
184	03/22/2021	Minutes finalized for Chambers Work 03/22/2021 10:32:00 AM.	
185	03/22/2021	Clerk's Certificate of Mailing/Electronic Service	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
187	04/01/2021	Motion to Reclassify filed by Houser Bros. Co. on 04/01/2021 Refers To: Gallian, Jamie	Houser Bros. Co. (Plaintiff)
186	04/05/2021	E-filing transaction 41176408 received on 04/01/2021 12:56:50 PM.	
188	04/05/2021	Payment received by OneLegal for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60.00, transaction number 12867878 and receipt number 12695557.	
189	04/05/2021	Motion for Reclassification scheduled for 05/03/2021 at 01:30:00 PM in C66 at Central Justice Center.	
190	04/05/2021	E-filed document with transaction number 1830261 was rejected.	
193	04/05/2021	Status Conference continued to 05/10/2021 at 01:30 PM in this department pursuant to party's motion.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
194	04/05/2021	Motion for Reclassification continued to 05/10/2021 at 01:30 PM in this department pursuant to party's motion.	
195	04/05/2021	Minutes finalized for Status Conference 04/05/2021 02:30:00 PM.	
198	05/10/2021	This case is reclassified as a Civil Unlimited Jurisdiction action. Plaintiff is ordered to pay transfer fees.	
199	05/10/2021	The Mandatory Settlement Conference is scheduled for 06/11/2021 at 09:00 AM in Department C66.	
200	05/10/2021	Status Conference continued to 06/11/2021 at 09:00 AM in this department pursuant to party's motion.	
201	05/10/2021	Minutes finalized for Multiple Events 05/10/2021 01:30:00 PM.	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
203	06/10/2021	Mandatory Settlement Conference Statement received on 06/10/2021. Refers To:	Gallian, Jamie (Defendant)
202	06/10/2021	E-filing transaction 1857309 received on 06/10/2021 11:21:34 AM.	
206	06/11/2021	The Pretrial Conference is scheduled for 09/13/2021 at 02:30 PM in Department C66.	
207	06/11/2021	The Jury Trial is scheduled for 09/20/2021 at 08:30 AM in Department C66.	
208	06/11/2021	Minutes finalized for Multiple Events 06/11/2021 09:00:00 AM.	
209	06/11/2021	Order - Other (Pre-Trial/Hearing Conference Order for Jury Trials and Long Cause Court Trials and De Novo Hearings) filed by The Superior Court of Orange on 06/11/2021	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
210	06/16/2021	Clerk's Certificate of Service By Mail (out of process) generated	
211	07/13/2021	E-filed document with transaction number 1868807 was rejected.	
213	07/13/2021	Notice of Stay (Bankruptcy) filed by Gallian, Jamie on 07/13/2021 Refers To:	Gallian, Jamie (Defendant)
215	07/14/2021	Notice of Stay (Bankruptcy) filed by Gallian, Jamie on 07/14/2021 Refers To:	Gallian, Jamie (Defendant)
212	07/15/2021	E-filing transaction 21040847 received on 07/13/2021 02:12:39 PM.	
214	07/16/2021	E-filing transaction 31038457 received on 07/14/2021 11:16:14 AM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
217	09/13/2021	The Status Conference is scheduled for 11/08/2021 at 02:30 PM in Department C66.	
218	09/13/2021	Minutes finalized for Pretrial Conference 09/13/2021 02:30:00 PM.	
219	09/13/2021	Clerk's Certificate of Mailing/Electronic Service	
221	09/14/2021	The Jury Trial set for 09/20/2021 at 8:30 AM in Department C66 is vacated.	
222	09/14/2021	Minutes finalized for Chambers Work 09/14/2021 02:07:00 PM.	
223	09/14/2021	Clerk's Certificate of Mailing/Electronic Service	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
227	10/18/2021	Proof of eService filed by Gallian, Jamie on 10/18/2021 Refers To:	Gallian, Jamie (Defendant)
225	10/18/2021	Proof of eService filed by Gallian, Jamie on 10/18/2021 Refers To:	Gallian, Jamie (Defendant)
224	10/18/2021	E-filing transaction 1907356 received on 10/18/2021 08:26:51 PM.	
226	10/19/2021	E-filing transaction 1907323 received on 10/18/2021 05:17:44 PM.	
228	10/19/2021	E-filed document with transaction number 21078329 was rejected.	
229	11/08/2021	E-filed document with transaction number 31083623 was rejected.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
231	11/08/2021	Application to Prevent Forfeiture Due to COVID-19 Rental Debt filed by Gallian, Jamie on 11/08/2021 Refers To:	Gallian, Jamie (Defendant)
233	11/08/2021	Application to Prevent Forfeiture Due to COVID-19 Rental Debt filed by Gallian, Jamie on 11/08/2021 Refers To:	Gallian, Jamie (Defendant)
235	11/08/2021	Status Conference continued to 05/16/2022 at 02:30 PM in this department pursuant to party's motion.	
236	11/08/2021	Minutes finalized for Status Conference 11/08/2021 02:30:00 PM.	
230	11/08/2021	E-filing transaction 21086558 received on 11/08/2021 11:07:56 AM.	
232	11/09/2021	E-filing transaction 31083931 received on 11/08/2021 02:24:45 PM.	



**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
237	11/10/2021	Minutes finalized for Chambers Work 2021-11-10 11:10:00.0.	
238	11/10/2021	Clerk's Certificate of Mailing/Electronic Service	
240	11/12/2021	Substitution of Attorney filed by Gallian, Jamie on 11/12/2021 Refers To:	Gallian, Jamie (Defendant)
239	11/22/2021	E-filing transaction 21088387 received on 11/12/2021 07:27:33 AM.	
242	12/21/2021	Substitution of Attorney filed by Gallian, Jamie on 12/21/2021 Refers To:	Gallian, Jamie (Defendant)
241	12/22/2021	E-filing transaction 31099816 received on 12/21/2021 11:57:28 AM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
244	01/19/2022	Request to Waive Court Fees filed by Gallian, Jamie on 01/19/2022 Refers To:	Gallian, Jamie (Defendant)
245	01/19/2022	Order on Court Fee Waiver (Superior Court) received on 01/19/2022. Refers To:	Gallian, Jamie (Defendant)
243	01/21/2022	E-filing transaction 21111791 received on 01/19/2022 12:26:40 AM.	
256	01/25/2022	Order on Court Fee Waiver (Superior Court) filed by The Superior Court of Orange on 01/25/2022	
257	01/25/2022	Gallian, Jamie Request to Waive Court Fees granted in whole on 01/25/2022.	
246	01/31/2022	E-filing transaction 21116785 received on 01/31/2022 12:23:07 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
248	01/31/2022	E-filing transaction 1946003 received on 01/31/2022 12:57:02 PM.	
250	01/31/2022	Minutes finalized for Chambers Work 01/31/2022 02:59:00 PM.	
251	01/31/2022	Clerk's Certificate of Mailing/Electronic Service	
252	01/31/2022	Order to strike entry - Notice - Other filed by Gallian, Jamie on 01/31/2022 is added to the case history.	
253	01/31/2022	Order to strike entry - Declaration in Support filed by Gallian, Jamie on 01/31/2022 is added to the case history.	
254	02/02/2022	E-filed document with transaction number 31114220 was rejected.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
255	02/02/2022	E-filed document with transaction number 1946015 was rejected.	
258	02/09/2022	Clerk's Certificate of Mailing/Electronic Service	
260	02/16/2022	Substitution of Attorney filed by Gallian, Jamie on 02/16/2022 Refers To:	Gallian, Jamie (Defendant)
259	02/17/2022	E-filing transaction 31121084 received on 02/16/2022 02:32:18 PM.	
262	05/16/2022	Status Conference continued to 08/22/2022 at 01:30 PM in this department pursuant to party's motion.	
263	05/16/2022	Minutes finalized for Status Conference 05/16/2022 02:30:00 PM.	

**Case Header**

Case Number: 30-2019-01041423-CL-UD-CJC	Filing Date: 01/02/2019
Case Title: Houser Bros. Co. vs. Jamie Gallian	Case Status: Trial Set
Case Category: Civil - Limited	Location: Central Justice Center
Case Type: Unlawful Detainer - Residential	Judicial Officer:
Case Age: 1344 days	Department:
Next Event Type: Status Conference	Next Event Date: 12/19/2022

**Register of Actions Notice**

ROA#	Entry Date	Short/Long Entry	Filed By
265	08/22/2022	Status Conference continued to 12/19/2022 at 01:30 PM in this department pursuant to party's motion.	
266	08/22/2022	Minutes finalized for Status Conference 08/22/2022 01:30:00 PM.	



EXHIBIT 14

000970

**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS****A. NAME & PHONE OF CONTACT AT FILER (optional)**

Jamie Gallian  
714-321-449

**B. E-MAIL CONTACT AT FILER (optional)****C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

J-Pad, LLC  
5782 Pinon Drive  
Huntington Beach, CA 92649  
USA

**DOCUMENT NUMBER:** 76027030002**FILING NUMBER:** 19-7691905279**FILING DATE:** 01/14/2019 08:16

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME J-Sandcastle Co LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16222 Monterey Lane #376		CITY Huntington Beach	STATE CA	POSTAL CODE 92649
COUNTRY USA				

**2. DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME Gallian	FIRST PERSONAL NAME Jamie	ADDITIONAL NAME(S)/INITIAL(S) Lynn	SUFFIX
2c. MAILING ADDRESS 16222 Monterey Ln #376		CITY Huntington Beach	STATE CA	POSTAL CODE 92649
COUNTRY USA				

**3. SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-Pad, LLC - CA SOS Entity No. 201804010750			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2702 N GAFF STREET		CITY ORANGE	STATE CA	POSTAL CODE 92865
COUNTRY USA				

**4. COLLATERAL:** This financing statement covers the following collateral:  
ORANGE COUNTY CALIFORNIA ASSESSOR'S PARCEL NUMBER 891-569-62  
SERIAL NUMBERS AC7V710394GB, AC7V710394GA  
DECAL NUMBER LBM1081

**5. Check only if applicable and check only one box:** Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

**6a. Check only if applicable and check only one box:**

☐ Public-Finance Transaction ☒ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

**6b. Check only if applicable and check only one box:**

☐ Agricultural Lien ☐ Non-UCC Filing

**7. ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

**8. OPTIONAL FILER REFERENCE DATA:**

FILING OFFICE COPY



U200034803831



**STATE OF CALIFORNIA**  
*Office of the Secretary of State, Alex Padilla*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U200034803831

Date Filed: 12/4/2020

B0349-4529 12/04/2020 2:14 PM Received by California Secretary of State

## Submitter Information:

Contact Name

Organization Name

Phone Number

Email Address

Address

None

## Amendment Action Information:

Initial Financing Statement File Number

197691905279

Date Filed

01/14/2019

Amendment Action

Secured Party Amendment

Secured Party Action

Add Secured Party

## Add Secured Party:

Secured Party Name	Mailing Address
Steven D Gallian	16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649
Brian J Gallian	16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

## Name of Secured Party of Record Authorizing This Amendment:

☐ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name

J-PAD, LLC - CA SOS ENTITY NO. 201804010750

## Optional Filer Reference Information:

## Miscellaneous Information:



U210083394336



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210083394336

Date Filed: 9/8/2021

B0428-3050 09/08/2021 3:22 PM Received by California Secretary of State

## Submitter Information:

Contact Name

Organization Name

Phone Number

Email Address

Address

None

## Amendment Action Information:

Initial Financing Statement File Number

197691905279

Date Filed

01/14/2019

Amendment Action

Secured Party Amendment

Secured Party Action

Add Secured Party

## Add Secured Party:

Secured Party Name	Mailing Address
RONALD J. PIERPONT	4519 PONDEROSA WAY YORBA LINDA, CA 92886 HUNTINGTON BEACH, CA 92649
ROBERT MCLELLAND	21742 ANZA AVENUE TORRANCE, CA 90503
JUSTIN D. BARCLAY	16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649
E. J. GALLIAN	16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

## Name of Secured Party of Record Authorizing This Amendment:

☐ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name

J-PAD, LLC - CA SOS ENTITY NO. 201804010750

## Optional Filer Reference Information:

## Miscellaneous Information:



U210083400018



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210083400018

Date Filed: 9/8/2021

B0428-3116 09/08/2021 3:41 PM Received by California Secretary of State

## Submitter Information:

Contact Name

Organization Name

Phone Number

Email Address

Address None

## Amendment Action Information:

Initial Financing Statement File Number 197691905279

Date Filed 01/14/2019

Amendment Action Secured Party Amendment

Secured Party Action Edit Secured Party

## Edit Secured Party:

Secured Party Name	Mailing Address
<i>Changed From:</i> JUSTIN D. BARCLAY <i>Changed To:</i> JUSTIN D. BARCLAY	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> BRIAN J GALLIAN <i>Changed To:</i> BRIAN J GALLIAN	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649
<i>Changed From:</i> E. J. GALLIAN <i>Changed To:</i> E. J. GALLIAN	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649
<i>Changed From:</i> STEVEN D GALLIAN <i>Changed To:</i> STEVEN D GALLIAN	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750 <i>Changed To:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750	<i>Changed From:</i> 2702 N GAFF STREET ORANGE, CA 92865 <i>Changed To:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

Name of Secured Party of Record Authorizing This Amendment:



B0428-3117 09/08/2021 3:41 PM Received by California Secretary of State

<input type="checkbox"/> If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750
Optional Filer Reference Information:	
Miscellaneous Information:	



U210084255728



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC  
 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084255728

Date Filed: 9/12/2021

B0428-8950 09/12/2021 9:27 PM Received by California Secretary of State

## Submitter Information:

Contact Name	Ronald Pierpont or Robert Mclelland, its Managers
Organization Name	J--Pad, LLC
Phone Number	(714) 742-5999
Email Address	bobwentflying@yahoo.com
Address	4519 Ponderosa Way Yorba Linda, CA 92886

## Amendment Action Information:

Initial Financing Statement File Number	197691905279
Date Filed	01/14/2019
Amendment Action	Secured Party Amendment
Secured Party Action	Edit Secured Party

## Edit Secured Party:

Secured Party Name	Mailing Address
<i>Changed From:</i> JUSTIN D. BARCLAY <i>Changed To:</i> JUSTIN D. BARCLAY	<i>Changed From:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> BRIAN J GALLIAN <i>Changed To:</i> BRIAN J. GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> E. J. GALLIAN <i>Changed To:</i> E. J. GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> BRIAN J. GALLIAN 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> STEVEN D GALLIAN <i>Changed To:</i> STEVEN D. GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625 <i>Changed To:</i> 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750 <i>Changed To:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 21742 ANZA AVENUE TORRANCE, CA 92503

<i>Changed From:</i> ROBERT MCLELLAND <i>Changed To:</i> ROBERT MCLELLAND	<i>Changed From:</i> 21742 ANZA AVENUE TORRANCE, CA 90503 <i>Changed To:</i> 21742 ANZA AVENUE TORRANCE, CA 90503
<i>Changed From:</i> RONALD J. PIERPONT <i>Changed To:</i> RONALD J. PIERPONT	<i>Changed From:</i> 4519 PONDEROSA WAY YORBA LINDA, CA 92886 HUTINGTON BEACH, CA 92649 <i>Changed To:</i> 4519 PONDEROSA WAY YORBA LINDA, CA 92886

Name of Secured Party of Record Authorizing This Amendment:  

☐ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name J-PAD, LLC - CA SOS ENTITY NO. 201804010750

Optional Filer Reference Information:

Miscellaneous Information:  
 This is a Secured Party Amendment to U197691916827 and U197691905279, Filed on 1/14/2019. and Amendment filed 12/4/2020 U200034803831. This filing secures the personal property collateral to the Secured Parties herein, known as LBM1081, LPT APN 891-569-62, 2014 Skyline Custom Villa the primary residence of Jamie Lynn Gallian. Homestead Declaration filed 7/9/2021 @ 12:48 p.m. Clerk Recorder County of Orange. HCD Registration transferred from J-Sandcastle Co LLC perfected on 2/25/2021. J-Pad, LLC holder of Certificate of Title perfected with HCD 1/14/2019, a manager-managed LLC. entity no. 201804010750.



U210084256326



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084256326

Date Filed: 9/12/2021

B0428-8959 09/13/2021 12:00 AM Received by California Secretary of State

**Submitter Information:**

Contact Name	Ronald J. Pierpont; Robert McLelland, its Managers
Organization Name	J-Pad, LLC - CA SOS Entity No. 201804010750
Phone Number	(714) 742-5999
Email Address	ronpierpont@gmail.com
Address	21742 Anza Avenue Torrance, CA 90503

**Amendment Action Information:**

Initial Financing Statement File Number	197691905279
Date Filed	01/14/2019
Amendment Action	Secured Party Amendment
Secured Party Action	Edit Secured Party

**Edit Secured Party:**

Secured Party Name	Mailing Address
<i>Changed From:</i> JUSTIN D. BARCLAY <i>Changed To:</i> JUSTIN D. BARCLAY	<i>Changed From:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> BRIAN J GALLIAN <i>Changed To:</i> BRIAN J GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> E. J. GALLIAN <i>Changed To:</i> E. J. GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY. #126 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> STEVEN D GALLIAN <i>Changed To:</i> STEVEN D GALLIAN	<i>Changed From:</i> 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625 <i>Changed To:</i> 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625
<i>Changed From:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750 <i>Changed To:</i> J-PAD, LLC - CA SOS ENTITY NO. 201804010750	<i>Changed From:</i> 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649 <i>Changed To:</i> 21742 ANZA AVENUE TORRANCE, CA 90503

<i>Changed From:</i> ROBERT MCLELLAND <i>Changed To:</i> ROBERT MCLELLAND	<i>Changed From:</i> 21742 ANZA AVENUE TORRANCE, CA 90503 <i>Changed To:</i> 21742 ANZA AVENUE TORRANCE, CA 90503
<i>Changed From:</i> RONALD J. PIERPONT <i>Changed To:</i> RONALD J. PIERPONT	<i>Changed From:</i> 4519 PONDEROSA WAY YORBA LINDA, CA 92886 HUTINGTON BEACH, CA 92649 <i>Changed To:</i> 4519 PONDEROSA WAY YORBA LINDA, CA 92886

Name of Secured Party of Record Authorizing This Amendment:	
<input type="checkbox"/> If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750
Optional Filer Reference Information:	
Miscellaneous Information:	
PERSONAL PROPERTY LBM 1081, APN 891-569-62, SERIAL NUMBER 7V710394GB/GA LOCATED ON APN 178-011-16 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH, CA 92649	





U210084558226



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084558226

Date Filed: 9/13/2021

B0429-1133 09/13/2021 4:36 PM Received by California Secretary of State

## Submitter Information:

Contact Name

Organization Name

Phone Number

Email Address

Address

None

## Initial Filing Information:

Initial Financing Statement File Number

197691905279

Date Filed

01/14/2019

Record Information to Which This Information Statement  
Relates

U210083400018

## Claim Information:

Record is inaccurate.

Basis for Claim:

Incorrect information entered in error.

## Name of Party Filing This Information Statement:

☐ If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name

J-PAD, LLC - CA SOS ENTITY NO. 201804010750



U210088103629



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210088103629

Date Filed: 9/24/2021

B0432-8877 09/24/2021 9:04 PM Received by California Secretary of State

## Submitter Information:

Contact Name	Jamie Gallian
Organization Name	
Phone Number	(714) 321-3449
Email Address	JAMIEGALLIAN@GMAIL.COM
Address	16222 Monterey Ln. #376 Huntington Beach, CA 92649

## Amendment Action Information:

Initial Financing Statement File Number	197691905279
Date Filed	01/14/2019
Amendment Action	Secured Party Amendment
Secured Party Action	Add Secured Party

## Add Secured Party:

Secured Party Name	Mailing Address
J-PAD, LLC	21742 ANZA AVENUE TORRANCE, CA 90503
STEVEN D. GALLIAN	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
BRIAN J. GALLIAN	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
JUSTIN D. BARCLAY	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
RONALD J. PIERPONT	4519 PONDEROSA WAY YORBA LINDA, CA 92886
ROBERT J. MCLELLAND	21742 ANZA AVENUE TORRANCE, CA 90503
EJ GALLIAN	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625

## Name of Secured Party of Record Authorizing This Amendment:

☒ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Debtor Name JAMIE LYNN GALLIAN

## Optional Filer Reference Information:

## Miscellaneous Information:

This is a Debtor Amendment acknowledging reaffirming the Initial UCC Financing Statement 19-7691905279 filed 1/14/2019, and Amendment filed U20003480383 filed 12/4/2020. The individual secured parties listed have a defined percentage interest in the collateral known as LBM1081, APN 891-569-62, located on APN 178-011-01, Tract 10542 Unit 4, Lot 376. J-Pad, LLC a manager managed LLC will continue to be the Legal Owner listed on the COT and Holder. J-Pad, LLC will continue to manage the collateral for all Secured Parties.

EXHIBIT 15

000982

**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS****A. NAME & PHONE OF CONTACT AT FILER (optional)**

Jamie Gallian  
714-321-3449

**B. E-MAIL CONTACT AT FILER (optional)****C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Jamie Lynn Gallian  
16222 Monterey Ln #376  
Huntington Beach, CA 92649  
USA

**DOCUMENT NUMBER: 76027940002****FILING NUMBER: 19-7691915674****FILING DATE: 01/14/2019 08:55****IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16222 MONTEREY LN #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649
			COUNTRY USA	

**2. DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME GALLIAN	FIRST PERSONAL NAME JAMIE	ADDITIONAL NAME(S)/INITIAL(S) LYNN	SUFFIX
2c. MAILING ADDRESS 16222 MONTEREY LANE #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649
			COUNTRY USA	

**3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-Pad, LLC - CA SOS Entity No. 201804010750			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2702 N GAFF STREET		CITY ORANGE	STATE CA	POSTAL CODE 92865
			COUNTRY USA	

**4. COLLATERAL:** This financing statement covers the following collateral:

LOCATED ON CLERK RECORDER OFFICE OF ORANGE COUNTY CALIFORNIA FILED DECEMBER 20, 1977, PARCEL MAP BOOK NO. 108 PG(S) 47, 48, T.P.M. 77-7, R.S.T.8531

SERIAL NUMBER AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081  
ASSESSORS PARCEL NUMBER 891-569-62

**5. Check only if applicable and check only one box:** Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

**6a. Check only if applicable and check only one box:**

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

**6b. Check only if applicable and check only one box:**

☐ Agricultural Lien ☐ Non-UCC Filing

**7. ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

**8. OPTIONAL FILER REFERENCE DATA:**

FILING OFFICE COPY



U210088125323



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210088125323

Date Filed: 9/24/2021

B0432-9096 09/24/2021 11:20 PM Received by California Secretary of State

## Submitter Information:

Contact Name	Jamie Lynn Galian
Organization Name	
Phone Number	(714) 321-3449
Email Address	jamiegalian@gmail.com
Address	16222 Monterey Lane #376 Huntington Beach, CA 92649

## Amendment Action Information:

Initial Financing Statement File Number	197691915674
Date Filed	01/14/2019
Amendment Action	Collateral Amendment
Collateral Change	Restate Collateral

Indicate how documentation of Collateral is provided:	Attached in a File
---	--------------------

## Upload PDF as Collateral:

CRANDALL OPT C33 6-4-2018 11-16-2018.pdf

☒ Check this box to see additional UCC Collateral options.

This Financing Statement Amendment:

- ☐ Covers timber to be cut
- ☐ Covers as-extracted Collateral
- ☒ Is filed as a fixture filing

## Name and address of a Record Owner of real estate described above (if Debtor does not have a record interest):

Randall L. Nickel  
 4476 Alderport Drive Unit 53  
 Huntington Beach, CA 92649

Jamie Lynn Galian  
 16222 Monterey Lane Unit 376  
 Huntington Beach, CA 92649

## Description of real estate:

That Leasehold Estate created by lease August 1, 1980, between Houser Bros Co., a limited partnership and Robert P. Warmington recorded November 7, 1980,  
 Unit 53 Book 13824 Page 1259  
 Unit 53 Book 13824 Page 1274  
 Unit 53 Book 13824 Page 1291  
 Unit 53 Book 13824 Page 1294 (Grant Deed)

Ground Leasehold and Subcondominium Leasehold Estate as to Parcels 1 and 2 of Tract 10542 in the City of Huntington Beach County of Orange, State of California being more particularly described as the Lessees interest as shown on a map recorded in Book 456, pages 49 & 50 of Misc. Maps in the Office of the County Recorder of said County.  
 APN 178-771-03. Gables Subd.

Parcel 1 Unit 53, as shown and defined on a Condominium Plan recorded in Book 13358, Page 1193 and following in the Office of the County Recorder of said County on October 18, 1979.

Parcel 2 An undivided 1/80th interest interest in and to Lots 1 and 2 of Tract 10542 as shown on a map recorded in Book 456, Pages(s) 49 and 50 pf misc. maps, records of Orange County, California, together with all improvements thereon, excepting therefrom condominium Units 1 through 80, inclusive located thereon, also together with easements as described therein.

A Determinable Fee Estate as to Parcels 3 & 4

A undivided 1/80th interest in the common area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements;  
 Those portions of a Unit, as shown and defined on the Condominium Plan, consisting of buildings and other improvements;  
 An undivided 1/80th interest in and to those portions of the common area and shown and defined on the Condominium Plan, consisting of buildings and other improvements;

An easement as to Parcels 5 & 6

An easement for the exclusive use and occupancy of those portions of the restricted common area, as defined on said Condominium Plan for entry, staircases, and attic space, relating to said units;  
 A non-exclusive easement and right to use the common area as defined on said Condominium Plan. except the restricted common area.

Covenants, Conditions & Restrictions [CC&Rs] recorded in the Office of the County Recorder of said County of Orange, May 28, 1980;

First Amendment to Covenants, Conditions & Restrictions [CC&Rs] recorded in the Office of the County Recorder of said County of Orange, August 5, 1980.

For a Term Ending December 31, 2059, upon the Terms, Covenants, and Conditions recorded as follows:

Unit 53 Book 13824 Page 1259  
 Unit 53 Book 13824 Page 1274  
 Unit 53 Book 13824 Page 1291  
 Unit 53 Book 13824 Page 1294 (Grant Deed)

First Amendment to Ground Lease recorded 8/21/2003, Document No. 2003001013605;  
 First Amendment to Condominium Sublease 8/28/2003, Document No. 2003001044770.

Corrective Amendment To Ground Lease (Units 1-80) 6/29/2005 Document No. 2005000504166

## Miscellaneous:

## Name of Secured Party of Record Authorizing This Amendment:

☐ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name J-PAD, LLC - CA SOS ENTITY NO. 201804010750

## Optional Filer Reference Information:

## Miscellaneous Information:

APN 891-569-62, Tract 10542, Unit 4 Lot 376.



From: **Jamie Gallian** jamiegallian@gmail.com   
 Subject: Fwd: Gallian MSC Transcript and Gallian email to Counsel before going on the record.  
 Date: March 22, 2018 at 8:01 PM  
 To: davidflyer@flyerandflyer.com, raquelflyer@flyerandflyer.com



**Subject: Gallian MSC Transcript and Gallian email to Counsel before going on the record.**

m: **Jamie Gallian** jamiegallian@gmail.com  
 ct: Gallian  
 te: March 2, 2018 at 12:01 PM  
 fo: raquelflyer@flyerandflyer.com

- . \$15,000 payable to Epsten, Grinnell & Howell at the close of escrow as full and final release for case 30-2017-00913985.
- . Preliminary injunction is removed. Full enjoyment of use and enjoyment for lease payments, taxes and landscaping. HOA v Bradley/ Gallian plaintiff HOA is responsible for obtaining all releases removal of any and all liens. Within ????
- . Remove raingutter attached to patio cover. Association to repair and relocate raingutter out of direct drainage in front of sliding kitchen door. Building is common area that it is attached to.
- . HOA to hire and pay for licensed, AC technician responsible for relocation of AC unit to a location that is safe and does not obstruct kitchen exit. AC permit and final inspection by City of HB Building.
- . HOA to Remove special assessment immediately. Balance due 264.00 for March 1, 2018 billing.
- . No special assessment related to unit 53 and any charges HOA incurred in this action for the the following cases 30-2017-00913985, full and final release. No prevailing party.
- . Jasso action is dismissed today March 2, 2018, Any alleged violation(s) Small Claim Action for Gragnano is not applicable to this action. Jasso with prejudice today.
- . Workplace Violence case dismissed today with prejudice.

Gallian  
 rom my iPhone

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/02/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Nga Quach

REPORTER/ERM: Amber N. Hogate CSR# 13525

BAILIFF/COURT ATTENDANT: None/Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 72743477

**EVENT TYPE:** Mandatory Settlement Conference

---

**APPEARANCES**

Pejman D. Kharrazian, from Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).  
Lee Gragano and Janine Jasso from The Huntington Beach Gables Homeowners Association, Plaintiff,  
present.

Brenda K. Radmacher, from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

Raquel Flyer, from Flyer & Flyer, present for Defendant/Cross-Complainant Jamie L. Gallian.

Jamie L. Gallian, Defendant/Cross-Complainant is present.

---

The parties waive any objections to the trial judge conducting a settlement conference.

Settlement conference is held. Case is settled.

The terms of the settlement are recited in open court. Each party indicates on the record that they understand and agree to the terms as stated.

This court retains jurisdiction to enforce the settlement.

The Order to Show Cause re: Dismissal on Settled Case is scheduled for 06/04/2018 at 08:30 AM in Department C33.

No appearance is necessary if the full dismissal is filed by 06/04/2018.

All other future hearing dates are ordered vacated.

---

DATE: 03/02/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 06/04/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Darci Mullarky CSR# 5569

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 72768738

**EVENT TYPE:** Order to Show Cause re: Dismissal on Settled Case

---

EVENT ID/DOCUMENT ID: 72793807

**EVENT TYPE:** Motion to Strike or Tax Costs

MOVING PARTY: Ted Phillips, Lindy Beck, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett

CAUSAL DOCUMENT/DATE FILED: Motion to Strike or Tax Costs, 02/28/2018

---

**APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Brenda K. Radmacher, Esq., from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

---

Order to Show Cause re: Dismissal held. Extensive discussion held in open court as to the status of the settlement. Upon the order of the court, the parties meet and confer. The case is not settled.

The motion by cross-defendants Lee Gragnano, Ted Phillips, Lindy Buck, Jennifer Paulin, Janine Jasso, and Lori Burrett to strike the Memorandum of Costs filed by cross-complainant Jamie Gallian is continued to 07/19/2018 at 08:30 AM in this department.

Jury Trial scheduled for 08/06/2018 at 08:30 AM in Department C33, if the matter is not resolved at the hearing set for 07/19/2018.

---

DATE: 06/04/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER  
DEPARTMENT C33

HUNTINGTON BEACH GABLES )  
HOMEOWNERS ASSOCIATION, )  
 )  
PLAINTIFF, )  
 )  
VS. ) CASE NO. 30-2017-00913985  
 )  
JAMIE L. GALLIAN, )  
 )  
DEFENDANT. )  
 )

THE HONORABLE JAMES L. CRANDALL, JUDGE PRESIDING

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, JUNE 4, 2018

APPEARANCES OF COUNSEL:

FOR PLAINTIFF: EPSTEN GRINNELL & HOWELL  
BY: PEJMAN D. KHARRAZIAN, ESQ.  
AND  
GORDON & REES  
BY: BRENDA K. RADMACHER, ESQ.

FOR DEFENDANT: JAMIE L. GALLIAN  
IN PROPRIA PERSONA

DARCI MULLARKY, CSR #5569  
COURT REPORTER

1

1 SANTA ANA, CALIFORNIA - MONDAY, JUNE 4, 2018  
2 MORNING SESSION  
3 \* \* \* \* \*  
4  
5 (WHEREUPON, THE FOLLOWING PROCEEDINGS WERE HAD IN  
6 OPEN COURT:)  
7 THE COURT: NUMBER TWO, HUNTINGTON BEACH GABLES  
8 HOMEOWNERS ASSOCIATION VERSUS JAMIE GALLIAN.  
9 MR. KHARRAZIAN: PEJMAN KHARRAZIAN ON BEHALF OF THE  
10 PLAINTIFF.  
11 MS. GALLIAN: GOOD MORNING, YOUR HONOR. JAMIE  
12 GALLIAN.  
13 THE COURT: GOOD MORNING.  
14 MS. GALLIAN: AND MY HUSBAND.  
15 THE COURT: GOOD MORNING.  
16 MR. PIERPORT: GOOD MORNING, SIR.  
17 THE COURT: CAN WE HAVE YOUR APPEARANCE?  
18 MR. PIERPORT: RON PIERPORT (PHONETIC).  
19 THE COURT: OKAY.  
20 MR. MCLELLAND: ROBERT MCLELLAND.  
21 MR. KHARRAZIAN: AND I HAVE THE ASSOCIATION BOARD  
22 PRESIDENT HERE PRESENT IN COURT.  
23 THE COURT: OKAY. STATE HIS NAME FOR THE RECORD.  
24 MR. KHARRAZIAN: GRAGNANO, G-R-A-G-N-A-N-O, LEE  
25 GRAGNANO.  
26 THE COURT: THIS CASE WAS SETTLED AND WE HAD AN

Notice of Lodgment - Exhibit E - Page 1 of 43

1 ORDER TO SHOW CAUSE RE SETTLEMENT.

2 MR. KHARRAZIAN: THAT'S CORRECT, YOUR HONOR.

3 THE COURT: AND SOMETHING HAS HAPPENED? AND WE  
4 HAVE A MOTION TO STRIKE COSTS BECAUSE MISS GALLIAN FILED A  
5 REQUEST FOR COSTS.

6 MR. KHARRAZIAN: RIGHT, YOUR HONOR.

7 WE WERE HERE ON MARCH 2ND FOR AN MSC. ALL THE  
8 PARTIES WERE PRESENT. MISS GALLIAN WAS HERE REPRESENTED BY  
9 COUNSEL. WE REACHED A SETTLEMENT. THE COURT REPORTER CAME  
10 UP AND PUT THE SETTLEMENT ON THE RECORD.

11 THE COURT: I REMEMBER THANKING HER COUNSEL FOR  
12 COMING.

13 MR. KHARRAZIAN: RIGHT.

14 THE COURT: AND I ACTUALLY PUT IT ON THE RECORD.

15 MR. KHARRAZIAN: WE DID. THE PARTIES AGREED TO  
16 HAVE THE SETTLEMENT BE SUBJECT TO 664.6.

17 THE COURT: YES.

18 MR. KHARRAZIAN: THE COURT ALSO AGREED.

19 THE COURT ASKED SPECIFICALLY THE PARTIES IF THEY  
20 AGREED TO THE TERMS OF THE SETTLEMENT, AND ALL THE PARTIES  
21 AFFIRMATIVELY SAID THAT THEY DID, AND NOW IT APPEARS THAT  
22 MISS GALLIAN IS SAYING THERE'S NO SETTLEMENT TRYING TO  
23 BASICALLY REARGUING THE MERITS OF THE CASE BUT AT THE SAME  
24 TIME ARGUING THAT THIS COURT DISMISSED A WORKPLACE VIOLENCE  
25 RESTRAINING ORDER TO THE ASSOCIATION OBTAINED IN DEPARTMENT  
26 66, JUDGE STAFFORD WHICH IS NOT OUR UNDERSTANDING AND NOT



1 THE CASE, AND SO WE WOULD LIKE THAT ADDRESSED AS WELL TODAY  
2 IF POSSIBLE.

3 BUT THE ASSOCIATION SET A MOTION ON CALENDAR FOR  
4 JULY 19TH TO ENFORCE THE SETTLEMENT AGREEMENT UNDER  
5 CCP 664.6 AND TO ASK THIS COURT TO ISSUE A JUDGMENT PURSUANT  
6 TO THE TERMS WE ALL AGREED ON.

7 IF YOU RECALL, YOUR HONOR, THE MAIN TERM, THE KEY  
8 TERM WAS THAT MISS GALLIAN WAS GOING TO SELL HER UNIT, MOVE  
9 OUT OF THE COMMUNITY WHICH I THINK WE ALL AGREED WOULD  
10 ALLEVIATE MANY OF THE ISSUES GOING ON IN THIS CASE.

11 THE COURT: I THINK I SUGGESTED THAT MONTHS BACK.  
12 IF THEY DON'T APPRECIATE ALL YOUR EFFORTS DOING GARDENING IN  
13 THE COMMUNITY AREA, THE COMMON AREA, MOVE. BUY A PLACE  
14 WHERE SOMEONE LIKES SOMEONE WHO WILL DO THE EXTRA WORK.

15 MR. KHARRAZIAN: AND THIS SITUATION --

16 THE COURT: AND YOU FINALLY AGREED.

17 MR. KHARRAZIAN: THE SITUATION CONTINUES TO  
18 ESCALATE. NOW THERE ARE FIVE ADDITIONAL RESTRAINING ORDERS  
19 FROM INDIVIDUALS IN THE COMMUNITY AGAINST MISS GALLIAN IN  
20 ADDITION TO THE WORK PLACE TRO. AS SOON AS MISS GALLIAN  
21 MOVES OUT OF THE COMMUNITY, I MEAN, IT'S A POWDER KEG, YOUR  
22 HONOR.

23 THE COURT: WELL, THAT WAS THE TERM OF THE  
24 SETTLEMENT.

25 BUT, MISS GALLIAN, WHAT'S THE MATTER? WHAT  
26 HAPPENED?

4

1 MS. GALLIAN: YOUR HONOR, YOU DIDN'T GET MY 116  
2 PAGE BRIEF I FILLED ON FRIDAY NIGHT?

3 THE COURT: SORRY?

4 MS. GALLIAN: HAVE YOU READ MY 116 PAGE BRIEF UNDER  
5 473 THAT I FILED FRIDAY NIGHT?

6 THE COURT: IT WAS NOT PROCESSED. IT'S IN THE  
7 SYSTEM SOMEWHERE.

8 MS. GALLIAN: OKAY. I WOULD LIKE TO ASK FOR A  
9 CONTINUANCE UNTIL YOUR HONOR HAS A CHANCE TO READ IT.

10 I DISAGREE WITH THE MAJORITY OF WHAT COUNSEL SAYS.  
11 IT HAS BEEN A VERY STRESSFUL, UGLY SITUATION FOR ME. WHEN I  
12 LEFT YOUR COURTROOM, I WAS VERY, VERY HAPPY. I WENT HOME  
13 AND, YOU KNOW, THE CRAP THAT I BRING IN HERE, I WILL DRAG A  
14 SUITCASE IN FULL OF PAPERS. I CLEANED UP MY HOUSE TO GET IT  
15 READY, YOU KNOW, SHOWING IT, EVERYTHING, AND THEN THE YOU  
16 KNOW WHAT HIT THE FAN. AND IT'S CONSTANT HARASSMENT BY A  
17 BOARD MEMBER. SHE'LL COME AND JUST STAND IN MY YARD AND  
18 TAKE PICTURES. I HAVE MY HUSBAND HERE TO WITNESS AND I HAVE  
19 MR. BOB HERE TO WITNESS. MR. BOB HAS LIVED WITH ME NONSTOP  
20 FOR TWO AND A HALF YEARS. I HAVE NEVER ASKED HIM TO GET  
21 INVOLVED BEFORE, BUT WHEN I WAS ON THE MIDDLE OF AN  
22 INTERNATIONAL TRIP LAST WEEK, THEY CALLED UNITED. THAT  
23 CROSSED THE LINE.

24 THE COURT: THEY CALLED WHAT?

25 MS. GALLIAN: UNITED TWICE TO TELL THEM ABOUT AN  
26 ELDER ABUSE RESTRAINING ORDER. THE ELDER ABUSE RESTRAINING

Notice of Lodgment - Exhibit E - Page 4 of 43

1 ORDER WAS FILED IN JUDGE HUBBARD'S ROOM. UM, THE REASON I  
2 BELIEVE THAT THEY FILED IT IN JUDGE HUBBARD'S IS BECAUSE  
3 JUDGE HUBBARD WAS THE PROBATE AND STILL IS THE PROBATE IS  
4 STILL OPEN. IT HAS NOT BEEN SETTLED. THEY FILED TWO ELDER  
5 ABUSE RESTRAINING ORDERS BECAUSE THEY FILED TWO TRO'S IN  
6 C66. JUDGE STAFFORD ALWAYS, AS NORMALLY, WILL NOT ORDER  
7 STAY AWAY ORDERS. IT'S JUST YOU KNOW WHAT. EVERYBODY GET  
8 ALONG AND COME BACK TO A PERSON TO BE ABLE TO DEFEND  
9 THEMSELVES.

10 I HAVE BEEN TO COURT THREE TIMES THIS MONTH. THE  
11 FIRST TIME THE ATTORNEY SAYS, YOUR HONOR, I DIDN'T KNOW I  
12 WAS SUPPOSED TO GIVE HER 329 EXHIBITS THAT SHE FILED IN  
13 ANOTHER TRO SHE FILES OVER THERE.

14 AND THEN THE SECOND TIME, OH, YOUR HONOR, I DIDN'T  
15 KNOW I WAS SUPPOSED TO SERVE HER WITH THE 99 THAT I HELPED  
16 CONNIE PETERSON PREPARE. CONNIE PETERSON DIDN'T EVEN SHOW  
17 UP, YOUR HONOR, BECAUSE SHE DOESN'T WANT TO COMMIT PERJURY  
18 BECAUSE THE PERSON WHO'S DRIVING ALL OF THESE TRO'S IS ONE  
19 PERSON.

20 THE COURT: WHO?

21 MS. GALLIAN: JANINE.

22 THE COURT: JANINE?

23 MS. GALLIAN: JANINE JASSO, THE BLOND WOMAN THAT  
24 USUALLY COMES HERE.

25 AND I'M GOING TO ADDRESS -- I'M GOING TO ADDRESS  
26 THE WV.

6

1 THE COURT: FIRST HERE'S WHAT WE'RE HERE FOR.

2 MS. GALLIAN: YES, YOUR HONOR.

3 THE COURT: THIS IS AN ORDER TO SHOW CAUSE WHY A  
4 DISMISSAL HASN'T BEEN FILED --

5 MS. GALLIAN: YES, YOUR HONOR.

6 THE COURT: -- ON A SETTLED CASE.

7 MS. GALLIAN: YES.

8 THE COURT: AND IT'S A CASE WHERE I WAS PROFUSELY  
9 THANKING YOUR LAWYER --

10 MS. GALLIAN: ABSOLUTELY.

11 THE COURT: -- FOR SHOWING UP BECAUSE YOU HAD BEEN  
12 REPRESENTING YOURSELF. A LAWYER CAME AND AFTER TWO  
13 APPEARANCES AND SETTLED THE CASE.

14 MS. GALLIAN: NO. SHE'S ONLY BEEN HERE ONE TIME,  
15 AND SHE HAD NO CLUE WHAT A WV TRO WAS. SHE WAS BLIND-SIDED.  
16 BLIND-SIDED.

17 THE COURT: WE HAD --

18 MS. GALLIAN: YES, YOUR HONOR.

19 THE COURT: -- VERY THOROUGH DISCUSSIONS REGARDING  
20 THE ISSUES OF THE CASE, THE FACTS OF THE CASE, AND SHE  
21 RECOMMENDED THAT THE BEST WAY TO RESOLVE THE DIFFERENCES  
22 OVER MINUTE ISSUES.

23 MS. GALLIAN: OKAY.

24 THE COURT: I MEAN, YOU ARE GOING OVER YOUR  
25 BOUNDARY AND GARDENING IN THE COMMON AREA.

26 MS. GALLIAN: OKAY, YOUR HONOR.

Notice of Lodgment - Exhibit E - Page 6 of 43

1 THE COURT: AND BOTHERING PEOPLE IN THE COMMON  
2 AREA, AND IT GOT TO THE POINT THAT THERE WERE ISSUES WITH  
3 CHRISTMAS LIGHTS AND PERSONAL DISPUTES AMONG NEIGHBORS IN A  
4 CONDOMINIUM. SO THE RECOMMENDATION OF YOUR LAWYER AND THE  
5 COURT WAS SELL YOUR CONDOMINIUM AND MOVE SOMEPLACE WHERE  
6 THEY'LL APPRECIATE YOU; OKAY? AND IT WAS AGREED TO. AND  
7 EVERYBODY AGREED. AND I SAID I WILL MAINTAIN JURISDICTION  
8 TO ENSURE THE SETTLEMENT.

9 MS. GALLIAN: I AGREE.

10 THE COURT: EVERY TIME YOU COME, I HEAR A DIFFERENT  
11 STORY. NEW THINGS HAVE CHANGED AND MORE PEOPLE ARE  
12 OFFENDING YOU.

13 MS. GALLIAN: NOBODY IS OFFENDING ME.

14 THE COURT: YOU SAY YOU ARE OFFENDED BY PEOPLE  
15 TAKING PICTURES OF YOUR COMMON AREA, YOUR SPACE.

16 MS. GALLIAN: NO, I'M NOT OFFENDED.

17 THE COURT: IT'S YOUR USE AREA.

18 MR. PIERPORT: PROVOKED.

19 MR. KHARRAZIAN: YOUR HONOR, IF I MAY?

20 MS. GALLIAN: EXCUSE ME.

21 MR. KHARRAZIAN: MISS GALLIAN --

22 MS. GALLIAN: EXCUSE ME. I WOULD LIKE TO FINISH,  
23 PLEASE.

24 THE COURT: SHE STILL HAS THE FLOOR.

25 MR. KHARRAZIAN: I APOLOGIZE.

26 MS. GALLIAN: SO, YOUR HONOR --

1 THE COURT: HERE'S MY QUESTION. WHY HASN'T IT  
2 SETTLED? WHY HAVEN'T YOU SOLD --

3 MS. GALLIAN: YOUR HONOR --

4 THE COURT: -- AND COMPLIED WITH THE TERMS OF THE  
5 AGREEMENT?

6 MS. GALLIAN: SO THE FIRST --

7 THE COURT: IT'S A SETTLEMENT AGREEMENT.

8 MS. GALLIAN: YES, YOUR HONOR.

9 THE COURT: THE PARTIES AGREED.

10 MS. GALLIAN: I AGREE WITH EXACTLY WHAT YOU ARE  
11 SAYING. SO HERE'S WHAT I'VE DONE TO MOVE THIS ALONG.

12 THE COURT: OKAY.

13 MS. GALLIAN: I HAVE HAD, BECAUSE I LET HIM RELEASE  
14 TWO DAYS AGO IN JUDGE STAFFORD'S COURTROOM, MR. SADDLINO  
15 (PHONETIC) WAS MY ATTORNEY IN THE WV TRO. I HADN'T EVEN HAD  
16 A CHANCE TO DEFEND IT YET. SO I BELIEVED THAT IT WAS  
17 INAPPROPRIATE TO BE DISCUSSED IN THIS COURTROOM WITHOUT THE  
18 ATTORNEY THAT I HIRED, BUT I WENT ALONG WITH IT, AS YOUR  
19 HONOR SAYS, IN THE INTEREST OF HOW DO I ALWAYS SAY IT, GET  
20 OFF THE MERRY-GO-ROUND.

21 SO -- BUT IT EXPLODED INTO MORE THINGS BECAUSE  
22 RIGHT BEFORE WE CAME BACK HERE, THE COURT HAD BROKE FOR  
23 LUNCH. I WAS AT THE ELEVATOR AND PEJMAN CAME RUNNING DOWN  
24 THE HALL AND SAYS COME BACK. THE JUDGE SAID COME BACK,  
25 WE'LL PUT IT ON THE RECORD. AND I SAID, HOLD ON. I SENT  
26 HER A TEXT MESSAGE OR DETAILING THE SEVEN THINGS THAT I



1 AGREED TO. IT'S TIME STAMPED. I FILED IT WITH MY BRIEF,  
2 AND I SAID THIS IS WHAT I AGREE TO, NO MORE, NO LESS. AND  
3 WHEN I WAS HERE, I WAS BLASTED AND THAT WAS NOT THE INTENT.

4 AGAIN, I HAVE BEEN PRESENTED WITH THESE CASES AND I  
5 HAVE YET TO DEFEND ONE OF THEM. I AM BEING PROSECUTED  
6 BEFORE I EVEN GET A CHANCE TO PRESENT MY EVIDENCE.

7 THE COURT: YOU ARE TALKING ABOUT THESE TRO CASES  
8 THAT AREN'T BEFORE THIS COURT.

9 MS. GALLIAN: EXACTLY. BUT THIS COURT ALLOWED IT  
10 IN. AND YOU GOT -- IN JANUARY, ON JANUARY 11TH YOUR HONOR  
11 GOT 159 PAGES OF A WORKPLACE VIOLENCE, AND I REMEMBER  
12 STANDING RIGHT HERE AND SAYING, YOUR HONOR, I'M SORRY, THAT  
13 IS NOT BEFORE THE COURT. YOU JUDGE, AND I APPRECIATE YOU  
14 TRYING TO HELP THE PARTIES, BUT THIS IS A LITIGATION PLOY  
15 WHERE I REMEMBER THE FIRST DAY I WAS BEFORE YOU AND YOU CAME  
16 OFF THE BENCH. DO YOU REMEMBER?

17 THE COURT: NO, I DON'T REMEMBER THE VERY FIRST  
18 DAY.

19 MS. GALLIAN: YEAH. YOU CAME AND LOOKED AT MY  
20 COMPUTER BECAUSE WE'RE AVID GARDENERS TOGETHER. YOU WALKED  
21 OFF THE BENCH, STOOD RIGHT HERE, AND YOU WERE VERY KIND.  
22 AND, UM, YOU WENT BACK, AND -- AND I LOST MY THOUGHT.

23 THE COURT: BECAUSE YOU WERE SHOWING ME THE COMMON  
24 AREA THAT YOU TAKE CARE OF AND HOW MUCH NICER AND GREENER IT  
25 IS AROUND YOUR UNIT THAN THE OTHER UNITS.

26 MS. GALLIAN: OKAY. CORRECT.

1 SO ONE OF THE POINTS THAT I WANT TO MAKE, YOUR  
2 HONOR, IS THIS COURT HAS BEEN TOLD REPEATEDLY THROUGH SIGNED  
3 DECLARATIONS UNDER PENALTY OF PERJURY THAT THIS IS AN AIR  
4 SPACE CONDOMINIUM PROJECT. IT IS NOT. IT IS A PLANNED UNIT  
5 DEVELOPMENT. I HAVE A GRANT DEED TO EASEMENTS OF USE AND  
6 ENJOYMENT THAT I PAY MONEY FOR, SO I AM ENTITLED UNDER  
7 CONTRACT LAW TO USE AND ENJOY. THAT IS THE PROBLEM AND  
8 THAT'S THE PROBLEM -- THE PROBLEM WITH THIS CASE AND HAS  
9 ALWAYS BEEN FROM DAY ONE THAT THE BUILDER DID NOT FILE A  
10 FINAL MAP. THEY'VE BEEN LIVING THIS WAY.

11 THE BOARD HAS OVER EXCEEDED THEIR TERM LIMIT AND  
12 THEY KEEP JUST GOING ALONG AND GOING ALONG UNTIL THEY SUED  
13 SOMEBODY, AND THAT PERSON JUST HAPPENED TO BE ME. AND SO  
14 WHEN YOU AFFECT MY PAYCHECK, I'M GOING TO LOOK UNDER EVERY  
15 STONE AND GO, WAIT A MINUTE. WAIT A MINUTE. I'VE LIVED IN  
16 THIS COMMUNITY TEN YEARS. YOU HAVE NEVER ASKED ME TO FILL  
17 OUT AN APPLICATION FOR AN OR AIR-CONDITIONING UNIT THAT'S  
18 BEEN IN THE GROUND FOR THREE YEARS. YOU HAVE TURNED OFF THE  
19 WATER IN MY SECTION AND I PLANTED MY PLUMERIA TREES. THEN  
20 YOU NOW FIVE YEARS LATER, BECAUSE SHE GETS A WILD HAIR, SHE  
21 COMES OVER TO MY YARD WITHOUT AUTHORITY AND RIPS THEM OUT.  
22 AND I HAVE A POLICE REPORT FOR \$2,000 WORTH OF DAMAGE ON  
23 SEPTEMBER 20TH, 2017, YOUR HONOR, FIVE DAYS AFTER WE SAW  
24 YOU.

25 SO MY QUESTION TO YOU, YOUR HONOR, IS I HAVE A  
26 POLICE REPORT WITH A WITNESS THAT SAYS \$2,000 WORTH OF

11

1 DAMAGE, AND THEN WE HAVE OVER HERE -- AND NOBODY WAS  
2 ARRESTED; OKAY? THEN WE HAVE OVER HERE WHAT THEY CALL IS  
3 WORKPLACE VIOLENCE. IT WASN'T WORKPLACE VIOLENCE. IT HAD  
4 NOTHING TO DO WITH THE BOARD MEMBERS. NONE OF THEM WERE  
5 THERE. NONE OF THEM WITNESSED IT. IT WAS A WOMAN/WOMAN  
6 DISPUTE BECAUSE THE NIGHT BEFORE THIS WOMAN AND HER DAUGHTER  
7 CAME OVER TO MY YARD AGAIN AND RIPPED OUT STOCKS OF THE  
8 PLUMERIA AND THREW THEM AWAY.

9 THE COURT: WHO IS THIS WOMAN?

10 MS. GALLIAN: THE PRESIDENT'S GIRLFRIEND,  
11 KIM MACIAS.

12 THE COURT: OKAY.

13 MS. GALLIAN: SO THEN I -- I IGNORE IT BECAUSE  
14 AGAIN, YOUR HONOR, YOU GOT TO REMEMBER, I HAVE THAT TYPE OF  
15 PASSPORT THAT ALLOWS ME ACCESS TO EVERY AIRPORT IN THE  
16 ENTIRE WORLD, SO I DON'T HAVE THE LUXURY OF ACTING OUT.

17 SO I'M WALKING MY DOGS, AND SHE IS ON THE PHONE IN  
18 THE MIDDLE OF THE GREEN BAITING ME, AND I WAS WALKING WITH  
19 MY FRIEND ROSALYN WHO ALSO HAS THE SAME SIZE DOG. IT WAS  
20 ABOUT 8:50 IN THE MORNING. MY HUSBAND WAS HOME AND CAN  
21 TESTIFY TO THIS. SHE'S YELLING, GO HOME AND TAKE YOUR MEDS.  
22 THE STEPDAUGHTER, AND IT'S NOT HIS DAUGHTER, SO IT'S HER  
23 GIRL OR HER DAUGHTER, A P.A., A PHYSICIAN'S ASSISTANT,  
24 DOESN'T LIVE IN THE COMMUNITY, AND POSTS ON SOCIAL MEDIA  
25 THAT SHE'S GOING TO LOCK ME UP ON A 5150.

26 YOUR HONOR, THIS IS PROFESSIONAL AND PERSONAL

Notice of Lodgment - Exhibit E - Page 11 of 43

12

1 DEFAMATION WHEN YOU PUT MY NAME IN THE INTERNET, NOW IT  
2 BECOMES FEDERAL.

3 SO NOW I HAVE THIS.

4 THE COURT: OKAY. WAIT A SECOND. IF IT BECOMES  
5 FEDERAL, THAT'S A VERY GOOD SIGN. ARE YOU MOVING TO HAVE  
6 THIS CASE REMOVED TO FEDERAL COURT?

7 MS. GALLIAN: I WOULD LIKE NOT TO, YOUR HONOR, BUT  
8 WHEN YOU --

9 THE COURT: I'LL GRANT THE MOTION.

10 MS. GALLIAN: I KNOW.

11 WHEN YOU AFFECT SOMEBODY'S JOB, AND YOU GOT TO  
12 REMEMBER, YOUR HONOR, I'M A FLIGHT ATTENDANT; OKAY?

13 SO I'VE GOT THIS LITTLE LETTER HERE THE OTHER DAY  
14 IN THE MAIL. THIS IS FEDERAL. WHEN YOU GO THIS FAR, IT'S  
15 FEDERAL.

16 SO, YOUR HONOR, I HAVE NO PROBLEM, AND IF YOU -- IF  
17 YOU WOULD LIKE, I DON'T KNOW IF YOU HAVE ACCESS TO THE 962,  
18 999 CASE.

19 THE COURT: NO.

20 MS. GALLIAN: JUDGE CRANDALL OR JUDGE STAFFORD'S,  
21 BUT --

22 THE COURT: HOLD ON. LET ME ASK.

23 THAT'S NOT CIVIL, IS IT?

24 MS. GALLIAN: YES, IT IS.

25 (DISCUSSION HELD OFF THE RECORD.)

26 THE COURT: OKAY.

Notice of Lodgment - Exhibit E - Page 12 of 43

13

1 MS. GALLIAN: OKAY. THIS IS A -- THIS WAS --

2 THE COURT: BY THE WAY, I HAVE DOCUMENTS THAT HAVE  
3 BEEN FILED BY THE HUNTINGTON BEACH GABLES HOMEOWNERS  
4 ASSOCIATION THAT ATTACHES SOME OF THE --

5 MS. GALLIAN: NO, YOUR HONOR.

6 THE COURT: -- ORDERS. I HAVE A DOMESTIC VIOLENCE  
7 ORDER RIGHT HERE, SO --

8 MS. GALLIAN: YOUR HONOR --

9 THE COURT: A DOMESTIC VIOLENCE COMPLAINT.

10 MS. GALLIAN: YOUR HONOR --

11 THE COURT: I HAVE THE ORDER GRANTING PLAINTIFF'S  
12 MOTION FOR PRELIMINARY INJUNCTION. YOU SAW THE EXHIBITS  
13 THAT THEY FILED, THE OTHER SIDE?

14 MS. GALLIAN: FOR THIS HEARING, YOUR HONOR?

15 THE COURT: YES.

16 MS. GALLIAN: YES.

17 THE COURT: AND WHEN I GRANTED AN INJUNCTION IN  
18 THIS CASE, IT WAS BASED IN PART ON INFORMATION FROM THE  
19 OTHER COURT. SO I CAN CONSIDER WHAT EVERYBODY SUBMITS ME,  
20 BUT HERE'S MY PROBLEM. THIS IS A CASE WHERE YOU'VE BEEN  
21 SUED FOR VIOLATING CC&R'S. THAT'S THE CASE BEFORE ME.

22 MS. GALLIAN: OKAY. MARTIN V. BRIDGEPORT, YOUR  
23 HONOR.

24 THE COURT: YOU SETTLED THAT CASE.

25 MS. GALLIAN: THEY CAN'T SUE ME. UNDER MARTIN V.  
26 BRIDGEPORT, THEY HAVE NO STANDING TO SUE ME. I WAS NOT THE

Notice of Lodgment - Exhibit E - Page 13 of 43

14

1 MEMBER. YOU CAN ONLY SUE A MEMBER. I WAS THE TENANT, THE  
2 RENTER. I HAVE NO RIGHTS. I CANNOT VOTE, AND THIS IS WHAT  
3 I'VE SAID FROM DAY ONE, THAT THEY DID NOT HAVE STANDING TO  
4 SUE ME, BUT YET THEY GOT SO FAR INTO IT AND THEY'VE GONE  
5 AROUND BRAGGING AND SENDING LETTERS TO THE HOMEOWNERS THAT,  
6 OH, WE'RE GOING TO GET OUR ATTORNEYS' FEES BACK FROM  
7 MISS GALLIAN. THEY ARE WRONG. NOW THEY DECIDED TO TAKE A  
8 DIFFERENT ROUTE WITH ALL THESE TRO'S TO TRY AND GET  
9 SOMETHING BACK.

10 YOUR HONOR, WHEN MISS BRADLEY SETTLED THE CASE AND  
11 DISMISSED, THIS CASE SHOULD HAVE BEEN DISMISSED.

12 THE COURT: OKAY.

13 MS. GALLIAN: OKAY. AND THEY SHOULD HAVE BROUGHT  
14 IT AGAINST ME AS A NEW OWNER IF THERE WERE LEGITIMATE  
15 VIOLATIONS, BUT THERE IS NOT. I WANTED TO TELL YOU --

16 THE COURT: MISS GALLIAN, I'VE HEARD THIS.

17 MS. GALLIAN: OKAY.

18 THE COURT: YOU'VE BEEN IN HERE MANY TIMES.

19 MS. GALLIAN: BUT YOU HAVEN'T CONSIDERED WHAT I'M  
20 SAYING. I WAS WONDERING WHY.

21 THE COURT: I ALWAYS LET YOU TALK. YOU TOLD THE  
22 OTHER LAWYER FOUR TIMES THE DEED IS DEFECTIVE. I'VE  
23 RESEARCHED THIS. I WENT BACK AND FOUND THAT WHEN THIS  
24 HOMEOWNERS ASSOCIATION WAS FIRST FOUNDED OR FORMED, THERE  
25 WAS SOMETHING WRONG WITH IT, AND YOU POINTED OUT TO COUNSEL.  
26 THIS ISN'T A NEW ARGUMENT. AND EVEN THOUGH YOU HAD CLAIMED

Notice of Lodgment - Exhibit E - Page 14 of 43

Page 20 of 214

001003

EXHIBIT 15, PAGE 208



15

1 THAT THEY DIDN'T HAVE THE RIGHTS TO DO WHAT THEY WERE DOING,  
2 AND THAT THE WHOLE HOMEOWNERS ASSOCIATION WAS INVALID.

3 MS. GALLIAN: I DID NOT SAY THAT, YOUR HONOR.

4 THE COURT: YOU SETTLED THE CASE AFTER ALL THAT WAS  
5 OUT, AND AFTER ALL THESE FACTS CAME OUT, AND AFTER ALL THE  
6 PERSONAL ANIMOSITY BETWEEN YOU AND THE BOARD MEMBERS AND  
7 BOARD MEMBERS' FAMILY MEMBERS AND GIRLFRIENDS AND  
8 REPRESENTATIVES CAME OUT, WE SETTLED THE CASE. THIS IS  
9 SIMPLY A MATTER OF WHY HASN'T IT BEEN FINALIZED?

10 MR. KHARRAZIAN: MAY I BE HEARD, YOUR HONOR?

11 THE COURT: NO.

12 LET HER RESTATE AGAIN WHAT SHE'S TOLD US FIVE TIMES  
13 BEFORE.

14 GO AHEAD.

15 MS. GALLIAN: YOUR HONOR, I HAVE NEVER BROUGHT THIS  
16 DOCUMENT TO THE COURT BECAUSE I JUST GOT IT FROM THE LAND  
17 LEASE, MY LAND LEASE PERSON.

18 THE COURT: FROM YOUR WHOM?

19 MS. GALLIAN: THE PERSON I PAY \$9,000 TO, OKAY, FOR  
20 THE LAND LEASE. I'VE NEVER BROUGHT THIS DOCUMENT. THIS IS  
21 MY GRANT DEED. THIS IS A CONDOMINIUM SUBLEASE AND GRANT  
22 DEED. I NEVER BROUGHT IT TO THE COURT. AND IF -- SO IT  
23 GOES THROUGH THE DEVISING CLAUSE, AND THEN IT GOES TO THE  
24 GRANTEE CLAUSE. RIGHT HERE ON PAGE THREE, PARAGRAPH -- I'M  
25 GOING TO GO ALL THE WAY. I WILL NOT READ ALL THIS. IT SAYS  
26 ALL THE EASEMENTS THAT I HAVE.

Notice of Lodgment - Exhibit E - Page 15 of 43

16

1 THE COURT: HOLD ON A SECOND.

2 LOOK, IF THIS CASE IS GOING TO TRIAL, YOU HAVE A  
3 RIGHT TO BRING ALL THAT STUFF UP.

4 MS. GALLIAN: CORRECT. I THINK THAT'S WHERE WE  
5 SHOULD GO.

6 THE COURT: OKAY. BUT THAT'S NOT WHAT THIS HEARING  
7 IS ABOUT. THIS HEARING IS AN ORDER TO SHOW CAUSE WHY YOU  
8 HAVEN'T CONSUMMATED THE SETTLEMENT.

9 MS. GALLIAN: I DID MY PART, YOUR HONOR, AND THIS  
10 IS WHAT I'VE BEEN TRYING TO EXPLAIN TO YOU. ON 5/1, BECAUSE  
11 FLIER PREPARED ON 3/6, AS INSTRUCTED BY THIS COURT, A  
12 STIPULATION. I SIGNED IT. I APPROVED IT. SHE SENT IT TO  
13 COUNSEL. I GET A LETTER BACK FROM MR. FLIER, ATTORNEY  
14 FLIER, THAT SAYS THAT MR. -- HE CALLED HIM MR. K DOESN'T  
15 AGREE. MR. K'S VERSION OF THE STIPULATION, HE WANTS ME TO  
16 ADMIT THE WV, AND I SAID ABSOLUTELY NOT. I HAVEN'T HAD A  
17 CHANCE TO DEFEND IT YET.

18 THE COURT: ADMIT WHAT?

19 MS. GALLIAN: THE WORKPLACE VIOLENCE. I AM NOT  
20 GOING TO CARRY THAT AROUND ON MY RECORD. NO. IT'S NOT  
21 WORKPLACE VIOLENCE. IT HASN'T BEEN ADJUDICATED YET.

22 THE COURT: IS THAT A TERM OF THE SETTLEMENT?

23 MS. GALLIAN: YES.

24 THE COURT: THAT WE PUT ON THE RECORD?

25 MS. GALLIAN: YES.

26 MR. KHARRAZIAN: THE SETTLEMENT AGREEMENT, YOUR

Notice of Lodgment - Exhibit E - Page 16 of 43

17

1 HONOR, WAS THAT SHE WOULD STIPULATE TO THE TERMS OF THE  
2 WORKPLACE VIOLENCE.

3 MS. GALLIAN: NO, I DID NOT.

4 MR. KHARRAZIAN: IN EXCHANGE --

5 MS. GALLIAN: I HAVE IT RIGHT HERE.

6 MR. KHARRAZIAN: AND WE WOULD DISMISS IT.

7 MS. GALLIAN: LET'S READ IT TOGETHER.

8 MR. KHARRAZIAN: IT WAS VERY FAIR.

9 MS. GALLIAN: LET'S READ IT.

10 THE COURT: YOU HAVE IT RIGHT HERE?

11 MS. GALLIAN: I HAVE IT RIGHT HERE, YOUR HONOR.

12 LET ME GET MY GLASSES ON.

13 MS. RADMACHER: YOUR HONOR, BRENDA RADMACHER. I  
14 APOLOGIZE FOR BEING LATE. I HIT TRAFFIC COMING DOWN FROM  
15 LOS ANGELES.

16 THE COURT: GOOD MORNING.

17 MS. RADMACHER: ONE OTHER THING I MIGHT ADD. I  
18 THINK THE CONFUSION THAT I'M HEARING IS NOT THAT THERE WAS  
19 ANY -- THAT THE SETTLEMENT WAS NOT THAT THERE WAS A  
20 STIPULATION TO -- THERE BEING A WORKPLACE VIOLENCE INCIDENT,  
21 BUT THE TERMS OF THE STIPULATION WHERE FOR THE BEHAVIOR  
22 MOVING FORWARD, AND THAT MAY BE THE CONFUSION OF WHAT I'M  
23 HEARING BETWEEN THE PARTIES.

24 THE COURT: I HAVE THE STIPULATION WORDING  
25 WORKPLACE VIOLENCE RESTRAINING ORDERS PREPARED BY  
26 MISS GALLIAN'S LAWYER, FLIER, FLIER AND FLIER; OKAY?

Notice of Lodgment - Exhibit E - Page 17 of 43

Page 23 of 214

001006

EXHIBIT 15, PAGE 211

18

1 MS. GALLIAN: CORRECT.

2 THE COURT: OKAY.

3 MS. GALLIAN: BUT WAIT. WAIT. WAIT. NO. NO.  
4 NO. NO. OKAY. WAS THAT INCLUDED IN HIS LODGED EXHIBITS.

5 THE COURT: YES.

6 MS. GALLIAN: SHE DID NOT PREPARE THAT. SHE DID  
7 NOT PREPARE THAT, YOUR HONOR. MR. KHARRAZIAN TOOK A DOC  
8 VERSION AND -- A PDF AND CONVERTED IT TO A DOC AND CHANGED  
9 IT TO WHAT HE WANTED IT TO SAY. I HAVE THE PART THAT I  
10 SIGNED, AND I HAVE FILED IT, YOUR HONOR, ON MAY 1ST, AND  
11 THIS IS WHAT I'M TRYING TO TELL YOU. IT'S FILED ON MAY 1ST  
12 IN THE WV. I STOOD BEFORE JUDGE STAFFORD THE OTHER DAY AND  
13 HE SAYS I HAVE READ IT. IT'S FINE.

14 THE COURT: THIS DOCUMENT IS DATED IN MARCH OF  
15 2016.

16 MS. GALLIAN: I UNDERSTAND, YOUR HONOR. BUT IT'S  
17 NOT THE ONE THAT MISS FLIER PREPARED.

18 THE COURT: WAIT. I'M LOOKING AT -- I DON'T KNOW  
19 IF YOU KNOW WHAT I'M LOOKING AT. BUT I HAVE A DOCUMENT  
20 CAPTIONED HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION  
21 VERSUS JAMIE L. GALLIAN, AND THIS IS IN THE STAFFORD CASE,  
22 JUDGE STAFFORD'S CASE.

23 MS. GALLIAN: CORRECT, YOUR HONOR.

24 THE COURT: 0090299.

25 MS. GALLIAN: WHO'S THE ATTORNEY UP AT THE TOP?

26 THE COURT: DAVID FLIER AND RACHEL FLIER.

Notice of Lodgment - Exhibit E - Page 18 of 43

19

1 MS. GALLIAN: CORRECT.

2 MAY I SEE THIS DOCUMENT, YOUR HONOR?

3 THE COURT: SURE YOU MAY. IT'S FILED. YOU GOT IT  
4 WITH THE DOCUMENTS THAT THEY FILED HER.

5 MS. GALLIAN: YOUR HONOR, I HAVE BEEN BOMBARDED. I  
6 HAVE THREE CASES TO ATTEND TODAY, SO I HAVE BEEN -- BUT I  
7 KNOW EXACTLY WHICH ONES THAT I FILED.

8 THE COURT: NO. YOU ARE SAYING COUNSEL FOR THE  
9 PLAINTIFF TOOK YOUR LAWYER'S DOCUMENT.

10 MS. GALLIAN: YES, HE DID.

11 THE COURT: AND ALTERED IT.

12 MS. GALLIAN: HE DID.

13 THE COURT: AND FILED IT WITH THE COURT, YOUR  
14 LAWYER'S DOCUMENT.

15 MS. GALLIAN: HE HASN'T FILED IT WITH THE COURT.  
16 HE PRESENTED IT IN THE 100 PAGES TO MAKE YOU THINK THAT WAS  
17 MISS FLIER'S STIPULATION. IT WAS NOT, YOUR HONOR.

18 I'VE ALREADY FILED MISS FLIER'S BECAUSE MR. FRANK  
19 WAS THE ATTORNEY IN THE WV, AND WE CAME IN AND WE FILED IT  
20 IN THE APPROPRIATE COURTROOM, AND I AM NOT AGREEING TO THE  
21 WV UNTIL IT'S HEARD IN JUDGE STAFFORD'S COURTROOM.

22 MR. KHARRAZIAN: I CAN ADDRESS THAT, YOUR HONOR.

23 THE COURT: YOU ARE SAYING THE LAWYERS, NOT THE  
24 HOMEOWNERS ASSOCIATION, TOOK YOUR LAWYERS DOCUMENT?

25 MS. GALLIAN: YES.

26 THE COURT: WITH THEIR NAME ON THE TOP?

Notice of Lodgment - Exhibit E - Page 19 of 43

20

1 MS. GALLIAN: YES.  
2 THE COURT: THEY PREPARED IT?  
3 MS. GALLIAN: YES.  
4 THE COURT: AND HE ALTERED IT?  
5 MS. GALLIAN: YES.  
6 THE COURT: AND HE FILED IT WITH THE COURT?  
7 MS. GALLIAN: WITH THIS COURTROOM, YES.  
8 THE COURT: OKAY. CRIMINAL ACTIVITY?  
9 MS. GALLIAN: YES.  
10 THE COURT: FALSIFYING A DOCUMENT?  
11 MS. GALLIAN: I SWEAR TO GOD.  
12 THE COURT: OKAY.  
13 MS. GALLIAN: THANK YOU.  
14 THE COURT: HERE. WHAT'S FALSE ABOUT IT?  
15 (DOCUMENT HANDED TO MISS GALLIAN.)  
16 MR. KHARRAZIAN: YOUR HONOR, WHAT HAPPENED WAS HER  
17 COUNSEL PREPARED THIS STIPULATION. IT DIDN'T CONTAIN ALL  
18 THE TERMS OF THE TRO, SO I ALTERED IT TO -- I RED LINED IT  
19 TO REFLECT THE CHANGES THAT MY CLIENT WOULD WANT AND WHAT  
20 THE PARTIES AGREED TO, AND I SENT IT BACK AND --  
21 MS. GALLIAN: YOUR HONOR --  
22 MR. KHARRAZIAN: -- HERE'S OUR RESPONSE. I NEVER  
23 FILED IT WITH ANYONE. NOBODY SIGNED IT YET SO WE'RE -- I  
24 ALSO PREPARED A WRITTEN SETTLEMENT AGREEMENT THAT TRIED TO  
25 REFLECT THE TERMS OF THE SETTLEMENT PUT IT ON THE RECORD. I  
26 ENCOURAGED MISS GALLIAN, ENCOURAGED HER TO LOOK AT IT AND

Notice of Lodgment - Exhibit E - Page 20 of 43



21

1 RED LINE IT. I DON'T KNOW WHAT HER CONCERNS OR ISSUES OR  
2 PROBLEMS ARE WITH IT, BUT THE BOTTOM LINE IS THAT  
3 MISS GALLIAN IS NOT -- IS EXPRESSLY DENYING THERE'S A  
4 SETTLEMENT DESPITE THE CLEAR RECORD THAT THERE IS ONE.

5 THERE'S NOW CRIMINAL CHARGES AGAINST MISS GALLIAN.  
6 HER ARRAIGNMENT IS JUNE 24TH FOR THE WORKPLACE VIOLENCE TRO  
7 CONTINUALLY. LIKE I SAID, A MOTION IS SET ON JULY 19TH.  
8 WE'RE GOING TO BE ASKING THE COURT TO ISSUE A JUDGMENT  
9 PURSUANT TO THE SETTLEMENT THAT WAS REACHED. AS YOU SAY,  
10 THIS IS AN OSC RE DISMISSAL, AND THAT'S WHY THE CASE HASN'T  
11 BEEN DISMISSED TODAY.

12 IN FACT, MISS GALLIAN, THE ROOF THAT CAME OFF OF  
13 THE PATIO COVER, I DON'T KNOW IF YOU RECALL ONE OF THE  
14 TERMS. NOW IT IS GONE AND PUT BACK ON WHICH TELLS US THAT  
15 SHE'S NEVER GOING TO COMPLY WITH THIS SETTLEMENT THAT SHE  
16 AGREED TO SHORT OF A JUDGMENT FROM THIS COURT, YOUR HONOR.

17 THE COURT: OKAY. MISS GALLIAN?

18 MS. GALLIAN: YES, SIR.

19 THE COURT: YOU'VE ACCUSED OPPOSING COUNSEL OF  
20 FALSIFYING A DOCUMENT.

21 MS. GALLIAN: YES, SIR.

22 THE COURT: AND SUBMITTING A DOCUMENT TO THE COURT  
23 AS BEING A FINALIZED DOCUMENT WHEN IT ISN'T.

24 MS. GALLIAN: THAT'S TRUE.

25 THE COURT: SO YOU WERE GOING TO POINT OUT WHAT HAS  
26 BEEN CHANGED.

Notice of Lodgment - Exhibit E - Page 21 of 43

22

1 MS. GALLIAN: YES, SIR.

2 THE COURT: BUT ONE THING I KNOW IS THAT'S NOT A  
3 SIGNED DOCUMENT.

4 MS. GALLIAN: YOUR HONOR, MINE IS.

5 THE COURT: OKAY. WHAT I'M SAYING IS HE'S SAYING  
6 IN HIS PAPERS -- THE STIPULATION PROPOSED DIDN'T CONTAIN ALL  
7 THE TERMS AND WE PROPOSE SOME OTHER TERMS. LAWYERS DO THAT  
8 EVERYDAY. LAWYERS TAKE DOCUMENTS THAT WE GET IN WORD AND  
9 SEND THEM IN WORD SO WE BOTH CAN MAKE ALTERATIONS IN THEM.  
10 THIS HASN'T BEEN SUBMITTED TO THE COURT AS BEING A FINAL AND  
11 SIGNED DOCUMENT. THERE'S NO SIGNATURE ON IT. IT'S DATED  
12 MARCH. YOU SAY YOURS IS IN MAY. THAT'S AFTER COUNSEL'S  
13 PROPOSED CHANGES WERE SUBMITTED TO YOUR LAWYER. SO I DON'T  
14 SEE ANYTHING HERE THAT SMACKS OF FRAUD BY THE PLAINTIFF'S  
15 COUNSEL IN SUBMITTING A DOCUMENT THAT'S BEEN FALSIFIED.

16 SO HERE'S YOUR SIGNED ONE. YOU ARE SUBMITTING TO  
17 ME RIGHT NOW PAGES TWO AND THREE OF A STIPULATION WITH YOUR  
18 SIGNATURE.

19 MS. GALLIAN: THAT'S WHAT WAS FILED IN THE 962, 999  
20 IN JUDGE STAFFORD'S COURTROOM.

21 THE COURT: WHAT'S IMPORTANT HERE IS THIS PLEADING.

22 MS. GALLIAN: YES, YOUR HONOR.

23 THE COURT: THAT YOU SAY WAS ALTERED WAS ORIGINALLY  
24 PREPARED BY YOUR LAWYER IN MARCH. THIS IS SIGNED BY YOU  
25 APRIL 18TH.

26 MS. GALLIAN: NO, YOUR HONOR. LOOK ON THE OTHER

Notice of Lodgment - Exhibit E - Page 22 of 43

1 SIDE. I -- MY -- MY ATTORNEY, AS INSTRUCTED BY THE COURT,  
2 THE TRANSCRIPT EVEN SAYS MISS GALLIAN'S ATTORNEY CONTROLS.  
3 THE INSTRUCTIONS FROM THE COURT WERE MISS FLIER WAS TO  
4 PREPARE A STIPULATION. SHE SENT IT TO ME, AND I FILED IT ON  
5 MARCH 6TH WHEN IT WAS SENT TO ME AGREEING TO IT LETTING HER  
6 KNOW THAT IT WAS OKAY. WE SENT IT TO COUNSEL ON THAT DAY.  
7 MR. K, ACCORDING TO MR. FLIER, REFUSED IT, AND THAT'S WHERE  
8 WE SAT UNTIL APRIL 18TH.

9 JANINE JASSO HAS FILED ANOTHER TEMPORARY  
10 RESTRAINING ORDER, AND THIS TIME SHE GOES SO FAR AS TO  
11 CHARGE ME WITH, UM, DISOBEYING A COURT ORDER. THAT IS  
12 UNACCEPTABLE, YOUR HONOR, BECAUSE I HAVE NOT BEEN -- I HAVE  
13 NOT BEEN FOUND TO BE -- I DID NOT DO A WV TRO, AND I REALLY  
14 WISH YOU HAD YOUR 116 PAGES. YOU COULD ACTUALLY SEE THAT  
15 WHEN WE -- ON FEBRUARY 12TH, THE D.A. SENT ME A LETTER AND  
16 DISMISSED, SO ONCE HE DISMISSED, I WAS ABLE TO GET THE  
17 POLICE REPORT.

18 I GOT THE POLICE REPORT FROM THIS INCIDENT WHICH  
19 PROVES TO THE COURT, WHICH I FILED WITH MY BRIEF, THERE WAS  
20 NO WORKPLACE VIOLENCE. IT WAS BETWEEN A WOMAN AND A WOMAN  
21 DISPUTE OVER SHE HAD STUFF IN THE COMMON AREA. BUT THE  
22 NIGHT BEFORE HER AND HER DAUGHTER TWICE HAVE COME INTO MY  
23 HOME IN MY AREA AND RIPPED STUFF OUT AND CAUSED DAMAGE.  
24 IT'S CALLED GOVERNMENT ESTOPPEL. WHEN THE POLICE COME OVER  
25 AND THEY -- THEY -- YOU KNOW, YOU HAVE A POLICE REPORT, AND  
26 THERE'S A -- AND THERE'S A WITNESS AND \$2,000 WORTH OF, AND

24

1 THEY DON'T ARREST THE PERSON, SO KIND OF ALMOST THINKS,  
2 WELL, OKAY. WELL, GOSH. SO THEN WHEN THIS HAPPENED OVER  
3 HERE, AFTER THEY TOOK OUT MY STUFF AGAIN --

4 THE COURT: WHAT HAPPENED OVER HERE? WHAT DO YOU  
5 MEAN?

6 MS. GALLIAN: WELL, WHEN I TOOK -- WHEN -- THE  
7 NIGHT BEFORE THEY TOOK OUT MY PLUMERIAS AGAIN.

8 THE COURT: OKAY. BECAUSE THEY TOOK OUT YOUR  
9 PLUMERIAS?

10 MS. GALLIAN: THE NEXT MORNING I HEAR THEM TALKING  
11 AND LAUGHING ABOUT IT. OH, WE GOT HER GOOD.

12 THE COURT: WHAT WAS THE ALLEGED WORKPLACE VIOLENCE  
13 THAT YOU COMMITTED?

14 MS. GALLIAN: THEY SAID -- THE FIRST CHARGE WAS I  
15 ATTACKED MISS MACIAS. OKAY. THAT'S CLEARLY NOT THE CASE IN  
16 THE POLICE REPORT.

17 THEN THERE WAS VANDALISM. I PAID \$100 BECAUSE I  
18 BROKE A LIGHT BULB. THE DAY THAT I DID IT, BECAUSE I DON'T  
19 BEHAVE THIS WAY. THIS HAS BEEN A LONG, LONG TIME COMING,  
20 AND WHEN SOMEBODY STANDS THERE IN THE MIDDLE OF THE  
21 COURTYARD AND SAYS GO HOME AND TAKE YOUR MEDS AND WE GOT HER  
22 GOOD LAST NIGHT AND BAITING ME, OKAY. THEN I GO PUT MY DOGS  
23 AWAY. I WALKED OVER TO HER HOUSE. I SAID, COME ON, KIM,  
24 AND PUT ALL YOUR CHRISTMAS DECORATIONS IN YOUR COURTYARD.  
25 THEY HAVE A COURTYARD BETWEEN THEIR FRONT DOOR AND THIS  
26 LARGE AREA. THAT'S THEIR AREA. THAT WAS BAITING ME.

Notice of Lodgment - Exhibit E - Page 24 of 43

25

1 BAITING ME.

2 MR. GRAGNANO ACTUALLY PUT A TV ON THE WALL. DO  
3 WHATEVER YOU WANT. BUT WHEN YOU GO BEYOND THE GATE, AND  
4 HE'S GOT AN EXTENSION CORD DUCKTAPED TO THE SIDEWALK, AND  
5 HE'S GOT A -- A -- A FLOODLIGHT ON THE POOL GATE SHINING UP  
6 TO HIS HOUSE. NO. NOT WHEN YOU'VE BROUGHT A PRELIMINARY  
7 INJUNCTION AGAINST ME, IT'S INAPPROPRIATE.

8 THE COURT: YOU ARE SAYING THEY HAD ELECTRIC CORDS  
9 AND LIGHTS IN THE COMMON AREA; IS THAT WHAT YOU ARE SAYING?

10 MS. GALLIAN: RUNNING ACROSS -- I HAVE PICTURES FOR  
11 YOU, YOUR HONOR.

12 THE COURT: AND YOU ASSISTED IN REMOVING THEM?

13 MS. GALLIAN: REMOVING THEM AND PUT THEM IN THEIR  
14 YARD, EXACTLY WHAT I SAID TO THE POLICE. AND I WASN'T ABLE  
15 TO GET THE POLICE REPORT UNTIL THE END OF MARCH AFTER WE  
16 WERE HERE.

17 THE COURT: AND IN THE PROCESS THE LIGHT BULB WAS  
18 BROKEN?

19 MS. GALLIAN: YES, YOUR HONOR. AND I PAID A  
20 HUNDRED DOLLARS FOR IT.

21 AND SINCE, YOUR HONOR, WHEN WE WERE HERE THREE  
22 MONTHS AGO AND WE DECIDED THOSE SMALL CLAIM ACTIONS THAT  
23 WERE SUPPOSED TO BE DISMISSED, THEY LIED TO THE COURT. THEY  
24 MADE YOU THINK THAT GRAGNANO'S SMALL CLAIM WAS ALREADY  
25 FILED. HE DIDN'T FILE IT UNTIL MARCH 15TH, TWO WEEKS AFTER  
26 THIS HEARING. AND SO YOU KNOW WHAT?

Notice of Lodgment - Exhibit E - Page 25 of 43

26

1 THE COURT: OUR SETTLEMENT WAS EVERYTHING WAS TO BE  
2 DISMISSED. ALL THE CASES WERE GOING TO BE DISMISSED.

3 MS. GALLIAN: HE HADN'T FILED IT YET. HE FILED IT  
4 AFTER YOU SAID IT WILL BE DISMISSED.

5 MY POINT IS, YOUR HONOR, I TURNED IT IN TO MY  
6 INSURANCE AND IN GOOD FAITH AGAIN. I AM THE ONLY ONE IT  
7 SEEMS TO BE DOING GOOD FAITH HERE.

8 MY INSURANCE COMPANY PAID HIM EITHER SEVEN OR \$800  
9 BECAUSE I WROTE A LETTER TO MR. GRAGNANO SAYING, YES,  
10 MR. GRAGNANO, I APPROVE THE MERCURY PAYMENT OF \$700 TO YOU.

11 WHAT DOES HE DO? HE GOES DOWN TO THE POLICE  
12 DEPARTMENT AND FILES THAT I VIOLATED THE WORKPLACE VIOLENCE  
13 ORDER BECAUSE I CONTACTED HIM. ANOTHER CHARGE FOR THE D.A.  
14 THIS IS OUT-OF-CONTROL.

15 I AGREED TO BASIC RESPECT AND HUMANITY AND DECENCY  
16 WITH MY NEIGHBORS. I HAVE BEEN THERE TEN YEARS. THIS  
17 DIDN'T HAPPEN UNTIL THIS JASSO PERSON CAME INTO OUR  
18 COMMUNITY.

19 I NEED TO BE -- I WOULD LIKE TO BE TREATED WITH A  
20 LITTLE BIT OF RESPECT, AND I'LL SHOW YOU WHAT I'M TALKING  
21 ABOUT.

22 I -- THIS -- THIS MONTH ON OR THE FEBRUARY MINUTES,  
23 I GOT TWO DAYS AGO, FEBRUARY. I AM AN OWNER AND A MEMBER OF  
24 THIS COMMUNITY. IF I WANT TO ATTEND THE OPEN MEETING, THE  
25 STATUTE SAYS I CAN, BUT I CHOOSE NOT TO BECAUSE I'M TRYING  
26 TO STAY LOW, BUT I STILL EXPECT THE NOTICES.

Notice of Lodgment - Exhibit E - Page 26 of 43



27

1 THE NOTICE OF THE 2015 MINUTES THAT I GOT THE OTHER  
2 DAY SAYS THAT THEY TOOK OUT \$50,000 OUT OF THE RESERVE  
3 ACCOUNT TO PAY FOR -- LET'S SEE WHAT THE QUOTE WAS -- 4476  
4 ELDER ABUSE TO BRING HER IN TO COMPLIANCE.

5 HAVE YOU YET TO HEAR ANYTHING ABOUT THAT I'M OUT OF  
6 COMPLIANCE WITH ANYTHING?

7 THEY TOOK OUT MONEY, ABOUT \$40,000 AT THE END OF  
8 DECEMBER WITHOUT ASKING THE MEMBERSHIP, WITHOUT GETTING  
9 APPROVAL BECAUSE THEY WENT OVER THE BUDGETED AMOUNT, SO YOU  
10 NEED TO GO GET 67 APPROVAL, YOUR HONOR. I'M A MEMBER.

11 THE COURT: LET ME ASK ONE QUESTION.

12 MS. GALLIAN: YES, SIR.

13 THE COURT: WHAT DOES THIS HAVE TO DO WITH THE  
14 SETTLEMENT THAT YOU REACHED?

15 MS. GALLIAN: GOOD QUESTION.

16 THE COURT: BECAUSE THIS --

17 MS. GALLIAN: GOOD QUESTION.

18 THE COURT: LET ME REMIND YOU WHAT THIS HEARING IS.  
19 THIS IS AN ORDER TO SHOW CAUSE --

20 MS. GALLIAN: ABSOLUTELY.

21 THE COURT: -- RE DISMISSAL. WHY HASN'T THE CASE  
22 SETTLED? WE KNOW IT SETTLED. WHY WASN'T IT CONSUMMATED?  
23 WHY HASN'T THE CASE BEEN DISMISSED?

24 YOU ARE GOING BACK --

25 MS. GALLIAN: NO.

26 THE COURT: -- TO THE BEGINNING OF THE WHOLE CASE

Notice of Lodgment - Exhibit E - Page 27 of 43

Page 33 of 214

001016

EXHIBIT 15, PAGE 221

1 AND RELITIGATING THE WHOLE CASE.

2 MS. GALLIAN: I DON'T WANT TO DO THAT.

3 THE COURT: WHERE IS THAT DOCUMENT THAT I GAVE YOU  
4 THAT WAS FILED?

5 MS. GALLIAN: OH, YOUR HONOR, I THINK THAT'S --

6 THE COURT: IT WAS A PROPOSED STIPULATION PREPARED  
7 BY FLIER AND FLIER IN MARCH.

8 MS. GALLIAN: YES. THIS IS NOT THE ONE THAT WAS --  
9 THIS IS NOT THE ONE THAT WAS FILED. IT'S GOT A LITTLE BIT  
10 OF DIFFERENCE BECAUSE, YOUR HONOR, I HAVE -- I WISH I WOULD  
11 HAVE HAD IT. I DIDN'T WANT TO OVERWHELM THE COURT, BUT I  
12 WOULD LIKE TO SHOW THE STIPULATION FOR FEBRUARY 14TH WHERE  
13 THE COURT DISMISSED IT.

14 THE COURT: WAIT. HERE'S WHAT I'M GOING TO DO.  
15 I'M GOING TO DO TWO THINGS. WE HAVE A MOTION TO CONFIRM THE  
16 SETTLEMENT AND ENTER JUDGMENT UNDER THE TERMS OF THE  
17 SETTLEMENT.

18 MR. KHARRAZIAN: THAT'S CORRECT.

19 THE COURT: THAT'S SET ON JULY --

20 MR. KHARRAZIAN: 19TH.

21 THE COURT: JULY 19TH.

22 WE'RE GOING TO SET A TRIAL DATE --

23 MS. GALLIAN: THANK YOU.

24 THE COURT: -- HEREAFTER IN CASE I DENY THE MOTION,  
25 WHICH BY THE WAY, BASED ON WHAT I'VE HEARD, IS A LONG SHOT.

26 I PARTICIPATED IN MANY SETTLEMENT CONFERENCES IN

29

1 THIS CASE. I HEARD A LOT OF FACTS OF THE CASE. I'M HEARING  
2 THE SAME FACTS AGAIN. BUT IN CASE I DENY THE MOTION, IN  
3 CASE IT APPEARS AFTER THE SETTLEMENT THE PLAINTIFF'S COUNSEL  
4 PUSHED THEIR ADVANTAGE TOO FAR AND REQUIRED TERMS BEYOND THE  
5 TERMS OF THE SETTLEMENT; AND THEREFORE, SETTLEMENT DOCUMENTS  
6 WERE NOT PREPARED IN ACCORDANCE WITH THE STIPULATION WE PUT  
7 ON THE RECORD.

8 MS. GALLIAN: CORRECT.

9 THE COURT: AND I DENY THE MOTION, LET'S GO TO  
10 TRIAL.

11 MS. GALLIAN: CORRECT.

12 THE COURT: OKAY. PICK A DATE.

13 MS. GALLIAN: MAY I -- MAY I SAY ONE THING, YOUR  
14 HONOR?

15 THE COURT: SURE.

16 MS. GALLIAN: I OFFERED PLAINTIFF'S COUNSEL, AND I  
17 SPOKE TO HIM THE OTHER DAY ON A FRIDAY AT NOON ON THE  
18 TELEPHONE, AND I SAID, YOU KNOW, I WENT BACK AND READ LIKE  
19 ONE OF OUR FIRST DOCUMENTS EARLY ON IN THIS CASE, AND I SAID  
20 THAT I HAD SUBMITTED A 998 BEFORE THEY SUBMITTED THEIR  
21 JANUARY 9TH SETTLEMENT AGREEMENT. I SUBMITTED THE EXACT  
22 SAME 998, GOOD FAITH OFFER AS MISS BRADLEY DID, AND I  
23 OFFERED \$10,000 JUST LIKE MISS BRADLEY DID BEFORE IT GOT WAY  
24 BLOWN OUT OF PROPORTION, ALL OF THESE EXTRA TRO'S AND THIS  
25 AND THAT; OKAY? THIS HAS COST ME A LOT OF MONEY, YOUR  
26 HONOR.

Notice of Lodgment - Exhibit E - Page 29 of 43

30

1 THE COURT: WHAT'S THAT HAVE TO DO WITH ME SETTING  
2 A TRIAL DATE?

3 MS. GALLIAN: BECAUSE I OFFERED THIS TO COUNSEL.

4 THE COURT: WE KNOW THAT.

5 MS. GALLIAN: WELL, NO. I'M PUTTING IT ON THE  
6 RECORD THAT I OFFERED IT TO HIM, AND THE REASON WHY THAT I,  
7 UM, AM UPSET IS BECAUSE THESE GENTLEMEN HAVE READ --

8 THE COURT: WHO'S "THESE GENTLEMEN"?

9 MS. GALLIAN: SORRY?

10 THE COURT: YOU CAN'T WAVE YOUR HANDS AND POINT TO  
11 PEOPLE --

12 MS. GALLIAN: YOU DON'T GET IT.

13 THE COURT: -- ON THE RECORD BECAUSE WE HAVE TO  
14 HAVE NAMES.

15 MS. GALLIAN: RON PIERPORT AND BOB MCLELLAND HAVE  
16 BOTH READ HIS PROPOSALS AND COMPARED IT. YOU KNOW, THEY ARE  
17 NEUTRAL PEOPLE THAT KNOW NOTHING ABOUT THIS CASE AND THE,  
18 UM, RECORD.

19 CAN YOU GENTLEMEN TELL --

20 THE COURT: NO THEY CAN'T.

21 MS. GALLIAN: SORRY.

22 THE COURT: WAIT A SECOND. OKAY. WE'RE SETTING A  
23 TRIAL --

24 MS. GALLIAN: OKAY.

25 THE COURT: -- FOR AUGUST 6TH.

26 MS. GALLIAN: OKAY.

Notice of Lodgment - Exhibit E - Page 30 of 43

31

1 THE COURT: AT 8:30 A.M.

2 MS. GALLIAN: THANK YOU.

3 THE COURT: EVERYBODY HAS WORKED ON THIS CASE LONG  
4 ENOUGH. IF IT IS NOT RESOLVED ON THE JULY 19TH HEARING OR  
5 BY YOURSELVES BEFORE THEN, WE'LL GO TO TRIAL ON AUGUST 6TH  
6 AT 8:30 A.M.; OKAY?

7 MS. GALLIAN: AND THE TRIAL WOULD BE BASED UPON THE  
8 ORIGINAL CIVIL ACTION?

9 THE COURT: THE TRIAL IS BASED ON THE PLEADINGS IN  
10 THIS CASE. WE'RE NOT TRYING THE DOMESTIC VIOLENCE  
11 RESTRAINING ORDER.

12 MS. GALLIAN: NO. NO. NO.

13 THE COURT: WE ARE TRYING THIS LAWSUIT.

14 MS. GALLIAN: RIGHT.

15 THE COURT: THE CLAIM THAT YOU HAVE VIOLATED THE  
16 CC&R'S AND WHERE YOU SAY THE WHOLE --

17 MS. GALLIAN: OKAY.

18 THE COURT: -- HOA IS DEFECTIVE.

19 MS. GALLIAN: YOUR HONOR, I DID NOT SAY THAT. I  
20 ASKED FOR CLARIFICATION OF MY RIGHTS AS A PROPER OWNER. I  
21 ASKED FOR DECLARATORY RELIEF EARLY ON IN THIS CASE. I AM  
22 NOT CRITICIZING THEM. I HAVE NO PROBLEM WITH SAYING I WAS  
23 WRONG, NONE. BUT NOBODY, ESPECIALLY THE PEOPLE THAT ARE  
24 SUPPOSED TO KNOW WHAT'S GOING ON CAN ANSWER THE QUESTION.

25 THE COURT: OKAY. YOU HAVE A RIGHT TO BRING UP  
26 YOUR AFFIRMATIVE DEFENSES.

Notice of Lodgment - Exhibit E - Page 31 of 43

1 MS. GALLIAN: THANK YOU.

2 THE COURT: ALL THE CLAIMS THAT YOU'VE MADE.

3 MS. GALLIAN: THANK YOU.

4 THE COURT: AND WE'LL TRY THE CASE.

5 MR. KHARRAZIAN: YOUR HONOR, AGAIN, I ENCOURAGE  
6 MISS GALLIAN. I SENT HER WORD DOCUMENTS OF THE SETTLEMENT  
7 AGREEMENT AND STIPULATION. IF SHE HAS ANY ISSUES TO ANY  
8 LANGUAGE, RED LINE IT, SEND IT BACK, MAYBE SIGN THE  
9 DOCUMENTS PRIOR TO THE JULY 19TH HEARING.

10 MS. GALLIAN: I BELIEVE THE 998 --

11 MR. KHARRAZIAN: AND LET'S GET THIS RESOLVED.

12 MS. GALLIAN: WHAT MISS BRADLEY GOT IS TOTALLY  
13 ACCEPTABLE TO ME AND I HAVE NO PROBLEM WRITING THE CHECK,  
14 YOUR HONOR, IF THEY DON'T ADD ALL THE OTHER CRAP BEFORE WE  
15 ACTUALLY TRIED THIS.

16 THE COURT: WE HAD A SETTLEMENT CONFERENCE AND A  
17 SETTLEMENT WAS REACHED WITH CERTAIN TERMS THAT WE PLACED ON  
18 THE RECORD. ALL THEY ARE SAYING IS THEY WANT TO PREPARE A  
19 SETTLEMENT AGREEMENT CONSISTENT WITH THE TERMS OF THE  
20 RECORD.

21 MS. GALLIAN: YOUR HONOR, I FILED MY MOTION UNDER  
22 473 TODAY.

23 THE COURT: I'M JUST TELLING YOU THEY --

24 MS. GALLIAN: THANK YOU.

25 THE COURT: -- SAY IF YOU GUYS CAN WORK THAT OUT,  
26 HE'S RED LINED SOME THINGS, YOU CAN RED LINE SOME THINGS,



1 AND SEND THEM BACK IN A WORD DOCUMENT AS TO HOW YOU WANT THE  
2 TERMS OF THE SETTLEMENT TO READ. THAT IS ALL I'M SAYING.

3 MS. GALLIAN: RIGHT.

4 THE COURT: BECAUSE IF THAT'S NOT DONE BY  
5 JULY 19TH, I'M GOING TO HEAR THE MOTION TO ENTER JUDGMENT.

6 MS. GALLIAN: YOU JUST SAID TRIAL.

7 THE COURT: SO --

8 MS. GALLIAN: YOU JUST SAID TRIAL.

9 THE COURT: NO. I SAID IF THE MOTION IS DENIED.

10 MS. GALLIAN: YES, SIR.

11 THE COURT: MY FOLLOWING PHRASE WAS WHICH IS A LONG  
12 SHOT BASED ON WHAT I'VE HEARD.

13 MS. GALLIAN: YOUR HONOR, I -- I WOULD ASK THAT  
14 COUNSEL, OKAY, IT'S -- THE REASON YOU MEDIATE, OKAY, IS  
15 BECAUSE YOU KNOW NEITHER PERSON IS RIGHT, SO IT'S A NEUTRAL  
16 LINE; OKAY? BUT DON'T -- DON'T -- AND THIS IS WHAT THE  
17 PROBLEM WAS. DON'T TRY THE CASE ON HIS MATERIAL FACTS.

18 THE COURT: HOLD ON.

19 MS. GALLIAN: AND DON'T EXPECT ME TO AGREE WITH IT.  
20 NO, I'M NOT GOING TO AGREE TO THAT.

21 THE COURT: I JUST SAID --

22 MS. GALLIAN: THANK YOU.

23 THE COURT: -- IF WHAT THE PLAINTIFF'S COUNSEL HAS  
24 SUBMITTED TO YOU IN THE SETTLEMENT DOCUMENTS IS OVERREACHING  
25 AND BEYOND THE TERMS OF THE SETTLEMENT WE AGREED TO ON THE  
26 RECORD, THEN THEY LOSE THEIR SETTLEMENT AND YOU GO TO TRIAL.

1 MS. GALLIAN: AND I TOLD HIM THIS SINCE APRIL 7TH.  
2 SO HERE WE ARE IN JUNE AND STILL ARGUING ABOUT IT. IT TOOK  
3 US ALL TO COME HERE AND TELL YOU THAT?

4 THE COURT: IT'S SIMPLE.

5 MS. GALLIAN: EXACTLY, IT'S SIMPLE.

6 THE COURT: THERE'S IS A STIPULATION BETWEEN THE  
7 PARTIES.

8 MS. GALLIAN: LET'S SIGN THIS. THIS IS THE RECORD.  
9 YOU SAID WE COULD USE THE EXACT SENTENCES IN HERE. LET'S  
10 SIGN THIS.

11 MR. KHARRAZIAN: WE'LL AGREE TO THAT, YOUR HONOR.

12 MS. GALLIAN: OKAY. LET'S DO THAT.

13 MR. KHARRAZIAN: THE RECORD THAT WE -- WE PUT THE  
14 SETTLEMENT ON THE RECORD ON MARCH 2ND.

15 MS. GALLIAN: RIGHT HERE.

16 THE COURT: YOU'LL SIGN IT? THEN SIGN IT. LET'S  
17 BE DONE.

18 MR. KHARRAZIAN: IF THAT'S WHAT IT TAKES.

19 THE COURT: YOU CAN USE MY JURY ROOM. GO AHEAD.

20 MS. GALLIAN: THANK YOU.

21 MS. RADMACHER: WE HAVE A COUPLE OF ITEMS, YOUR  
22 HONOR, TO CLARIFY WHICH IS A MOTION TO TAX THAT WAS ON  
23 CALENDAR TODAY.

24 THE COURT: WAIT A SECOND NOW.

25 MR. KHARRAZIAN: YES.

26 THE COURT: LET ME TELL YOU SOMETHING. I KNOW WE

35

1 LEARNED A LOT OF PROCEDURES AND TACTICS AND LAW WHEN WE GO  
2 TO LAW SCHOOL, BUT BEFORE ANYONE GETS SWORN IN, THEY SHOULD  
3 HAVE COMMITTED TO MEMORY THE MOST IMPORTANT LESSON THAT'S  
4 LEARNED EVERYDAY. IT'S THE LESSON OF WALL STREET.

5 MS. GALLIAN: THAT'S RIGHT.

6 THE COURT: BULLS GET RICH, BEARS GET RICH, THE  
7 HOGS GET SLAUGHTERED.

8 MS. GALLIAN: THAT'S RIGHT.

9 THE COURT: IT HAPPENS TO EVERYBODY WHO GETS  
10 GREEDY.

11 SO YOU ENTERED INTO A SETTLEMENT. WE PUT THE TERMS  
12 ON THE RECORD.

13 MS. GALLIAN: I AGREE.

14 THE COURT: IF THE DEFENDANT WANTS TO ADD SOME  
15 TERMS TO HER BENEFIT BEYOND WHICH YOU AGREED TO AND GETS  
16 GREEDY, SHE MIGHT LOSE. THE SAME GOES FOR THE PLAINTIFF.  
17 IF YOU ARE TRYING TO ADD TERMS TO THE SETTLEMENT OR  
18 STIPULATIONS THAT WEREN'T IN THE SETTLEMENT AGREEMENT THAT  
19 WE PUT ON THE RECORD, YOU LOSE YOUR SETTLEMENT.

20 MS. GALLIAN: THANK YOU.

21 THE COURT: AND WE HAVE A TRIAL.

22 SO ALL I'M SAYING IS THE PARTIES CAN GET TOGETHER  
23 AND AGREE ON A SETTLEMENT.

24 MS. GALLIAN: THANK YOU.

25 THE COURT: NOW, THERE IS ANOTHER MATTER ON A  
26 MOTION TO STRIKE COSTS.

Notice of Lodgment - Exhibit E - Page 35 of 43

1 MS. GALLIAN: IT'S MY COSTS, YOUR HONOR.

2 THE COURT: THAT'S ONLY AFTER WE HAVE A SETTLEMENT.

3 MS. GALLIAN: THANK YOU.

4 THE COURT: IT'S MOOT UNTIL WE HAVE A SETTLEMENT.

5 MS. RADMACHER: IT IS UNRELATED. IT MAY BE MOOT IF  
6 THERE IS A SETTLEMENT.

7 YOUR HONOR, ON THE CROSS-COMPLAINT THAT HAD BEEN  
8 FILED BY MISS GALLIAN WHICH I WAS DEFENDING, THE ASSOCIATION  
9 UNIT OWNERS WHICH WAS DISMISSED, AND WE STILL HAVE THIS SORT  
10 OF HANGING OUT THERE. WHAT I PROPOSE IS WE CONTINUE A  
11 HEARING ON THE MOTION TO TAX UNTIL THE 19TH.

12 THE COURT: OKAY.

13 MS. RADMACHER: WHEN WE COME BACK IF WE HAVE NOT  
14 REACHED A SETTLEMENT -- IF THE SETTLEMENT IS CONSUMMATED,  
15 THE MOTION GOES AWAY.

16 THE COURT: IF YOU DON'T SIGN THE TRANSCRIPT OF THE  
17 SETTLEMENT AGREEMENT TOGETHER HERE, BOTH MOTIONS WILL BE ON  
18 THE 19TH.

19 MS. GALLIAN: YOUR HONOR, TWO THINGS TODAY.

20 THE COURT: WAIT A SECOND. NO. I THINK WE'RE DONE  
21 BECAUSE YOU HAVE A VERY VALID AND I THINK APPROPRIATE  
22 PROPOSAL. IF THE LAWYERS CAN'T AGREE ON THE SETTLEMENT  
23 TERMS, JUST SIGN, EVERYBODY PUT ON THE RECORD AND AGREE TO  
24 THE SETTLEMENT AGREEMENT.

25 MS. GALLIAN: THAT'S MY SUGGESTION.

26 THE COURT: I'M GOING TO ORDER YOU ALL AND ALL THE

37

1 CLIENTS TO GO IN THE JURY ROOM.

2 MS. GALLIAN: THANK YOU.

3 THE COURT: IF YOU ARE WILLING TO SIGN THAT, WE'LL  
4 HAVE A SETTLEMENT.

5 MS. GALLIAN: OKAY.

6 THE COURT: AND THEN THE ORDER TO SHOW CAUSE  
7 REGARDING SETTLEMENT CAN ACTUALLY BE THE SETTLEMENT, NOT ALL  
8 THIS OTHER TANGENTIAL STUFF.

9 MS. GALLIAN: YES, YOUR HONOR.

10 ARE WE COMING BACK HERE ONCE IT'S SETTLED?

11 THE COURT: THAT'S WHY I PUT PEOPLE IN THE JURY  
12 ROOM. THEY CAN'T GO HOME UNTIL THEY PASS ME; OKAY?

13 I'LL SEE YOU THEN.

14 MR. KHARRAZIAN: THANK YOU, YOUR HONOR.

15 THE COURT: SO THAT MEANS, REMEMBER, COUNSEL FOR  
16 PLAINTIFFS, I KNOW THERE WERE OTHER CASES PENDING, AND IT  
17 WAS AGREED THAT EVERYBODY WILL DISMISS THE INDIVIDUAL CASES.

18 MR. KHARRAZIAN: RIGHT.

19 THE COURT: OKAY. THAT'S AN IMPORTANT TERM. IF  
20 SOMEONE GOES OUT AND FILES A NEW CASE, THAT COULD VIOLATE  
21 THE TERMS OF THE SETTLEMENT SO BE CAREFUL.

22 MR. KHARRAZIAN: THE CASES THAT WE AGREED TO  
23 DISMISS WERE DISMISSED THAT VERY SAME DAY, YOUR HONOR.

24 THE COURT: VERY GOOD.

25 MR. KHARRAZIAN: IF YOU RECALL, WE SPECIFICALLY  
26 CARVED OUT THAT SMALL CLAIMS OVER THE LIGHT BULB ISSUE.

Notice of Lodgment - Exhibit E - Page 37 of 43

38

1 THE COURT: AS LONG AS IT'S THE TERMS OF THE  
2 AGREEMENT.

3 MR. KHARRAZIAN: YES.

4 THE COURT: I'M JUST SAYING IF YOU ARE TRYING TO  
5 PRESS YOUR ADVANTAGE, BE CAREFUL.

6 MR. KHARRAZIAN: WE'RE JUST NOT GOING TO DISMISS  
7 THE WORKPLACE VIOLENCE TRO WITHOUT A STIPULATION IN PLACE.

8 THE COURT: OKAY. IF SHE SIGNS A STIPULATION.

9 MS. RADMACHER: BUT IT CHANGES THE TERMS.

10 THE COURT: HERE'S HER SIGNATURE.

11 I WILL GIVE THIS BACK TO YOU, MISS GALLIAN. YOU  
12 CAN APPROACH.

13 MS. GALLIAN: THANK YOU, YOUR HONOR. THANK YOU  
14 VERY MUCH, SIR.

15 THE COURT: OKAY. BUT YOU HAVE THAT SIGNED.

16 MS. RADMACHER: IT CHANGES THE TERMS, YOUR HONOR.

17 MR. KHARRAZIAN: IT DOESN'T COVER THE TERMS OF THE  
18 WORKPLACE VIOLENCE TRO. IT IS NOT EVEN CLOSE. I CUT AND  
19 PASTED FROM THE TRO AND PUT IT IN MY VERSION. IT IS NO  
20 WHERE NEAR THAT.

21 THE COURT: YOU WANT HER TO SELL HER CONDOMINIUM  
22 AND MOVE? SHE AGREED TO DO THAT.

23 MR. KHARRAZIAN: SHE WON'T.

24 THE COURT: YOU WANT TO GET HER FIRED FROM UNITED  
25 AIRLINES?

26 MR. KHARRAZIAN: THAT'S NOT CORRECT, YOUR HONOR.

Notice of Lodgment - Exhibit E - Page 38 of 43



1 WE HAVEN'T ADDRESSED THE MERITS TODAY.

2 MS. GALLIAN: I HAVE A RESPONSE TO ALL THAT. I DID  
3 NOT ARGUE THAT BECAUSE WE HAVE TO COME BACK BECAUSE EVERY  
4 TIME I'M OUT THERE, I CAN FILL UP A TRASH CAN FULL OF WEEDS  
5 AND LEAVES EVERY SATURDAY, THEN OBVIOUSLY SOMEBODY IS NOT  
6 DOING THEIR JOB, AND I CAN'T HAVE IT LOOKING MESSY IF I'M  
7 TRYING TO SELL IT.

8 THE COURT: YES, I UNDERSTAND.

9 OKAY. LET ME TELL YOU IF MISS GALLIAN IS WILLING  
10 TO SIGN THE ACTUAL TRANSCRIPT OF THE SETTLEMENT AGREEMENT  
11 THAT WAS PUT ON THE RECORD, THAT MAKES ME QUESTION YOUR  
12 MOTION TO ENTER A JUDGMENT.

13 MR. KHARRAZIAN: WE WERE NOT AWARE SHE WAS GOING TO  
14 DO THAT, YOUR HONOR.

15 THE COURT: THAT SHE WON'T FULFILL WHEN IT APPEARS  
16 MAYBE YOU WANT TO ADD NEW TERMS.

17 MR. KHARRAZIAN: THAT IS NOT THE CASE, YOUR HONOR.  
18 IT IS NEWS TO US SHE IS WILLING TO SIGN THAT AND IT NEVER  
19 COME UP BETWEEN THE PARTIES.

20 THE COURT: WELL, IF BOTH SIGN IT, WE'LL BE FINE.

21 MR. KHARRAZIAN: WE'LL DISCUSS THAT, YOUR HONOR.  
22 THANK YOU.

23 THE COURT: GO AHEAD AND HAVE A CONFERENCE WHILE I  
24 TALK TO OUR OTHER CASES.

25 MS. GALLIAN: THANK YOU.

26 (DISCUSSIONS WERE HAD IN THE JURY ROOM OFF THE

B0432-9141 09/24/2021 11:20 PM Received by California Secretary of State

40

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

RECORD.)

(END OF PROCEEDINGS.)

\* \* \*

Notice of Lodgment - Exhibit E - Page 40 of 43

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF ORANGE )  
4  
5

6 REPORTER'S CERTIFICATE  
7  
8

9 I, DARCI MULLARKY, CSR NO. 5569, OFFICIAL CERTIFIED  
10 COURT REPORTER IN AND FOR THE SUPERIOR COURT OF THE STATE OF  
11 CALIFORNIA, COUNTY OF ORANGE, DO HEREBY CERTIFY;

12 THAT THE FOREGOING TRANSCRIPT IS A FULL, TRUE AND  
13 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A FULL,  
14 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID  
15 CAUSE.  
16

17 DATED THIS 11th DAY OF July, 2019.  
18  
19

20  
21 Darci Mullarky  
22 DARCI MULLARKY, CSR NO. 5569  
23 COURT REPORTER  
24  
25  
26

B0432-9143 09/24/2021 11:20 PM Received by California Secretary of State

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF ORANGE )  
4  
5

6 REPORTER'S CERTIFICATE  
7  
8

9 I, DARCI MULLARKY, CSR NO. 5569, OFFICIAL CERTIFIED  
10 COURT REPORTER IN AND FOR THE SUPERIOR COURT OF THE STATE OF  
11 CALIFORNIA, COUNTY OF ORANGE, DO HEREBY CERTIFY;

12 THAT THE FOREGOING TRANSCRIPT IS A FULL, TRUE AND  
13 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A FULL,  
14 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID  
15 CAUSE.  
16

17 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.  
18  
19  
20

21 \_\_\_\_\_  
22 DARCI MULLARKY, CSR NO. 5569  
23 COURT REPORTER  
24  
25  
26

DARCI MULLARKY, CSR NO. 5569

COURT REPORTER  
8181 CAPE HOPE CIRCLE, #205  
HUNTINGTON BEACH, CALIFORNIA 92646  
(714) 742-5216  
DLAKINCSR@YAHOO.COM

I N V O I C E

DATE: JUNE 7, 2018

TO: EPSTEN GRINNELL & HOWELL  
BY: PEJMAN KHARRAZIAN, ESQ.

RE: EXPEDITED TRANSCRIPT  
JUNE 4, 2018

CASE: HUNTINGTON BEACH VS. GALLIAN  
CASE NO. 30-2017-00913985

JUDGE: JAMES L. CRANDALL, DEPT C33

EXPEDITED TRANSCRIPT \$ 190.00  
(PDF)

TOTAL DUE \$ 190.00

PLEASE MAKE CHECK PAYABLE TO ABOVE-NAMED  
REPORTER AND MAIL TO THE ADDRESS ABOVE.

THANK YOU!

DARCI MULLARKY

NOTICE: BY ORDERING A TRANSCRIPT, YOU ARE AGREEING  
TO ABIDE BY THE PROVISIONS OF GOVERNMENT CODE  
SECTION 69954(D), WHICH PROHIBITS THE PROVIDING OR  
SELLING OF A COPY OR COPIES TO ANY OTHER PARTY OR  
PERSON OF SAID TRANSCRIPT.

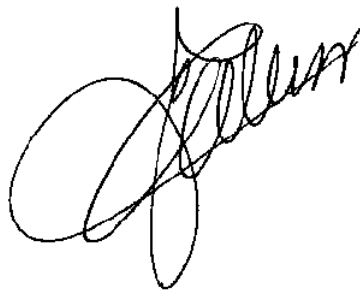
34

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

MS. GALLIAN: ABSOLUTELY.

THE COURT: SO YOU'VE ALL SAVED A LOT OF MONEY  
BY GETTING THIS CASE RESOLVED TODAY, SO THANK YOU ALL.

(PROCEEDINGS CONCLUDED)

  
6/4/18



**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 11/01/2018 TIME: 01:30:00 PM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall  
CLERK: Larry S Brown  
REPORTER/ERM: Karen A. Hutchison CSR# 6664  
BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017  
CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**  
CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 72879502

**EVENT TYPE:** Motion to Be Relieved as Counsel of Record

MOVING PARTY: Jamie L. Gallian

CAUSAL DOCUMENT/DATE FILED: Motion to Be Relieved as Counsel of Record, 08/28/2018

---

EVENT ID/DOCUMENT ID: 72909590

**EVENT TYPE:** Motion for Attorney Fees

MOVING PARTY: Ted Phillips, Lindy Beck, The Huntington Beach Gables Homeowners Association, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett

CAUSAL DOCUMENT/DATE FILED: Motion for Attorney Fees, 08/07/2018

---

**APPEARANCES**

Joyce J. Kapsal, from Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s) telephonically.

Brenda K. Radmacher, from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present telephonically.

---

1. DAVID R. FLYER'S MOTION TO BE RELIEVED AS COUNSEL OF RECORD FOR DEFENDANT JAMIE L. GALLIAN

The Motion to be Relieved is ordered **off calendar**. A substitution of attorney was filed on 10/05/2018.

2. CROSS-DEFENDANTS LEE GRAGNANO, TED PHILLIPS, LINDY BECK, JENNIFER PAULIN, JANINE JASSO AND LORI BURRETT FOR AN AWARD OF ATTORNEYS' FEES AND COSTS

Tentative Ruling posted on the Internet as follows:

**Timeliness:** A motion for attorney's fees must be made within the time for filing an appeal. See CRC 3.1702 & 8.104. This rule requires a notice of appeal be filed not more than 60 days of service by the clerk of a notice of entry of judgment, or a file stamped copy of the judgment; or not more than 60 days after a party serves a notice of entry of judgment or a file stamped copy of the judgment; or 180 days after entry of judgment. CRC 8.104(a)(1)(A) – (C).

---

DATE: 11/01/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

The court sustained Cross-Defendants Lee Gragnano's, Ted Phillips', Lindy Beck's, & Lori Burrett's demurrers to the Cross-Complaint on 10/26/17, granting Cross-Complainant Gallian twenty days leave to amend. Notice of the court's ruling was given by mail on 10/30/17. A formal order issued on 11/20/17. Cross-Complainant ultimately dismissed the Cross-Complaint against Cross-Defendants, Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, & Lori Burrett on 12/27/17.

A voluntary dismissal is a "judgment" within the meaning of the above rule. Thus, where an action is voluntarily dismissed prior to trial, the time limit for an attorney's fees motion is 60 days after notice of entry of the dismissal. *Sanabria v. Embrey* (2001) 92 Cal.App.4th 422, 429; but see *Excess Electronix v. Heger Realty Corp.* (1998) 64 Cal.App.4th 698, 706 [dictum suggesting CRC 3.1702(b) not applicable to voluntary dismissals, hence no time limit on motion for fees].

Notice of entry of the dismissal was given by mail on 01/31/18 by mail. (ROA 01/31/18). 65 days (service by mail) from 01/31/18 was 04/06/18. This motion was filed on 08/07/18, after the expiration of the sixty day period to file a motion for attorney's fees. Thus, the Cross-Defendant's motion is arguably untimely, as urged by Cross-Complainant.

That having been said, the parties placed a global settlement on the record on 03/02/18, before the expiration of time to file an attorney's fees motion based upon dismissal of the Cross-Complaint. The 03/02/18 settlement included an agreement by the individual Board members to waive their rights to recover attorney's fees from Cross-Complainant, Gallian. (*Radmacher Reply Dec.* ¶ 2).

A subsequent motion by Plaintiff to compel entry of judgment per the settlement was opposed by cross-complainant. The motion was denied by the court on 07/19/18. (ROA 442). This motion followed roughly 20 days later. Since cross complainant opposed the motion to confirm the settlement she was on notice that the waiver of attorney fees would die with the settlement.

Additionally, CRC 3.1702(d) allows the court to extend the time to file an attorney's fees motion upon a showing of good cause. The global settlement before the deadline to file the motion and subsequent failure of the settlement constitutes good cause for an extension of time extension to hear the motion.

**Lack of Standing.** Cross-Complainant's Opposition inexplicably raises an argument that the Cross-Defendants "lack standing" to recover legal fees. This is purportedly based upon an argument that there is no competent evidence that the Cross-Defendants own separate interests in the Project, citing *Farber v. Bay View Terrace Homeowner's Association* (2006) 141 Cal.App.4th 1007, 1011. *Farber* involved an action by the seller of a condominium who brought an action against the owner's association after he had sold the condominium, claiming that the HOAS failed to make repairs. The DCA found that as a non-owner, the Plaintiff lacked standing to sue the HOA, absent a showing that the CC&Rs authorized a non-owner to bring an action to enforce the covenants.

Additionally, evidence in support of the motion shows that Ms. Gallian specifically represented to Cross-Defendant's counsel in an e-mail discussing the Cross-Complaint that:

"Lastly, I believe that each individual included in the Cross-Complaint is and was a homeowner first. Therefore each of the individuals is very aware [of] all of the Governing Documents are intended to be adhered to by each and every homeowner as well as their role serving as a Board Member." (*Hawley Dec. Exh. A*).

DATE: 11/01/2018  
DEPT: C33

MINUTE ORDER

Page 2  
Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

Having expressly asserted that the Cross-Defendants **are** homeowners, and the Cross-Defendants spending 6 months or more defending the Cross-Complaint on that basis, the Cross-Complainant is estopped from now arguing that the Across-Defendants are not unit owners in the project.

Cross-Defendants counter that Civ. Code § 5975(c) provides that in any action to enforce the governing documents, the prevailing party shall recover their legal fees. Looking to the pleadings, there is no question but that The Gables Association complaint is an action to enforce the governing documents. (FAC ¶¶ 9-60). The Cross-Complaint against the Cross-Defendants seeks indemnity against the Cross-Defendants arising from the Plaintiff's complaint & FAC. (Cross-Complaint ¶¶ 4-5). Thus, Ms. Gallian's Cross-Complaint also involves the enforcement of the governing documents for the Project and apportioning responsibility for any breaches of the governing documents. *Farber v. Bay View Terrace HOA* (2006) 141 Cal.App.4th 1007, 1012 [cross-complaint for indemnity based upon an enforcement complaint was part of enforcement action for purposes of award of fees].

Civ. Code § 5975(a) provides that the CC&Rs may be enforced by an owner of a separate interest, or by the association, or by both. Subsection (b) allows enforcement of other, non-recorded governing documents, such as Rules & Regulations, by an owner of a separate interest, or by the association.

Unlike the preceding two subsections, the application of subsection (c) is not limited to owners of separate interests, or the association, but states that "the prevailing party" shall be entitled to an award of attorney's fees and costs. Had the Legislature wanted to limit such recoveries to owners or an association, it could have done so (having limited the two preceding subsections of the statute to owners of separate interests, or the association). If there is no ambiguity in the language, the court is to presume that the legislature meant what it said, and the plain meaning of the statute governs. *Diamond Multimedia Systems, Inc. v. Superior Court* (1999) 19 Cal.4th 1036, 1047.

Cross-Complainant cites a series of appellate opinions which ultimately did not support her argument of lack of standing. *Almanor v. Kakeside Villas* is cited for the proposition that only the HOA could recover fees, not board members. The board members were not parties to the lawsuit in *Almanor*.

*Salehi v. Surfside III Condominium Owner's Association*, cited for the same proposition, also did not have the Board members as parties. *Rancho Mirage Country Club HOA v. Hazelbaker* again did not involve Board members as parties to the litigation.

*Salawy v. Ocean Towers Housing Corp.* again did not involve Board members and the court determined that the action in which the fees was awarded was not an enforcement action. The other cited appellate opinions also are not based upon facts involving board members and standing to recover attorney's fees.

Because the statute entitling Cross-Defendants to an award of attorney's fees is not ambiguous, and is not limited to owners or the association, the Cross-Defendants, who were undisputedly parties in this action, have standing to pursue a claim for attorney's fees under Civ. Code § 5975(c).

## MERITS:

DATE: 11/01/2018  
DEPT: C33

MINUTE ORDER

Page 3  
Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

**Burden of Proof.** A party seeking an award of fees has the burden of establishing entitlement to an award, and of documenting the appropriate hours spent, and the hourly rates. *569 E. County Blvd. LLC v Backcountry Against the Dump, Inc.* (2016) 6 Cal.App.5th 426, 432; *Lunada Biomedical v Nunez* (2014) 230 Cal.App.4th 459, 486.

Civ. Code § 5975(c) provides:

“(c) In an action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs.”

To determine whether an action is one to enforce the governing documents, the court must determine the gravamen of the complaint, nature of the dispute and relief sought. *Rancho Mirage Country Club Homeowners Association v. Hazelbaker* (2016) 2 Cal.App.5th 252, 259-60.

The Cross-Complaint sought indemnity, apportionment of fault and declaratory relief based upon the Association's action against her for violation of the Project's CC&Rs and Rules. (See Cross-Complaint ¶ 3-16 (ROA 45); FAC ¶¶ 9-60) (ROA 10).

Ms. Gallian's Cross-Complaint sought indemnity from the Cross-Defendants, claiming that “If Plaintiff sustained damages or is entitled to relief as alleged in its First Amended Complaint, the damages and/or entitlement to relief were caused entirely, or in part, by Cross-Defendants.” (Cross-Complaint, ¶ 5). In other words, the Cross-Complaint alleges that the Cross-Defendants and not the Plaintiff, violated the CC&Rs as alleged the FAC. This is an enforcement action, and Cross-Defendants are entitled to attorney's fees under Civ. Code § 5975(c), provided they can show that they were prevailing parties.

**Prevailing Party.** For purposes of an award of costs, a defendant who obtains a dismissal of the action is determined to be the prevailing party. CCP § 1032(a)(4). In this case, the Cross-Defendants achieved their litigation objective, a dismissal of the Cross-Complaint against them with prejudice.

The court therefore finds that Cross-Defendants are the prevailing parties as to the Cross-Complaint and are entitled to an award of attorney's fees pursuant to Civ. Code § 5975(c).

**Amount of Attorney's Fees.** Courts apply a lodestar method to calculate reasonable attorney's fees. *Meister v. U.C. Regents* (1998) 67 Cal.App.4th 437, 448-449. The court determines a lodestar figure based on a careful compilation of the time spent and reasonable hourly compensation of each attorney involved. *Serrano v. Priest* (1977) 20 Cal.3d 25. A reasonable fee is determined in the trial court's discretion. *PLCM Group v. Drexler* (2000) 22 Cal.4th 1084. The trial court is uniquely suited to determine the value of the services rendered. *In re Marriage of Keech* (1999) 75 Cal.App.4th 860, 870.

To determine reasonable attorney's fees, the Court should consider the nature of the litigation, its difficulty, the amount involved, the skill required and employed in handling the matter, the attention given, the success of the attorney's efforts, the intricacies and importance of the litigation, the labor and necessity for skilled legal training and ability in trying the cause, and the time consumed. *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628, 659 [disapproved on other grounds in *Equilon Enterprises v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53].

**Counsel's Hourly Rate:** Counsel declares that his and his co-counsel charged hourly rate in this matter was \$295.00. (*Hawley Dec.* ¶¶ 6-8). As \$300.00 an hour is pretty much reasonable as a matter of law,

DATE: 11/01/2018  
DEPT: C33

MINUTE ORDER

Page 4  
Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

the hourly rate is justified.

The Opposition does not address counsel's hourly rate, and only attacked entitlement to an award of attorney's fees, as discussed above. Based upon the foregoing, counsel's hourly rate is justified

**Hours Claimed.** Counsel for Cross-Defendant claim a total of 160.6 hours in the defense of the individual Board members, for a fees amount of \$43,377.00 in attorney's fees. (*Hawley Dec.* ¶ 11).

It was seven months of litigation between the filing of the cross-Complaint and notice of entry of dismissal. Cross-Defendants present evidence that they had to engage in significant discovery to attempt to ascertain the factual basis for the Cross-Complainant's claims against the board members. (*Hawley Dec.* ¶¶ 2-4, *Exh. A-D*). Cross-Defendant's counsel presents billing statements to back up the claims. (*Id. Exh. F*). While the extreme redaction precludes the possibility that some of the entries are not related to the defense of the Cross-Complaint, for the most part, the entries clearly do apply to the defense. There is no improper block billing, and the time entries appear commensurate to the tasks listed.

As for the attorney's fees motion, this time can be recovered, but 10.4 hours for the pro forma motion and short Reply is too much. (*Hawley Dec.* ¶ 11). The court reduces the total hours by at least four hours on this particular motion.

As noted above, the Opposition completely ignores the billing records and hourly rates of counsel. In challenging an attorney's fees request, the burden falls upon the challenging party to point to specific items challenged, with arguments and citation to evidence. General claims that fees are excessive insufficient. *Premier Medical Management Systems, Inc. v. California Insurance Guarantee Association* (2008) 163 Cal.App.4th 550, 564. Here Cross-Complainant fails to even argue that the fees claimed are excessive.

A party cannot litigate tenaciously and then be heard to complain about the time incurred. *Peak-Las Positas Partners v. Bollag* (2009) 172 Cal.App.4th 101, 114.

The total amount of attorney's fees sought appears to be reasonable, especially as Cross-Complainant has not challenged the same, thus **the court finds that 156.4 hours were reasonably and necessarily incurred in the defense of the Cross-Complaint, for an attorney's fees award of \$46,138.00.**

Costs per timely memorandum of costs.

Moving party to give notice. (***End of posted tentative***)

The Court hears argument from counsel. Defendant Jamie L. Gallian informs the court she was recently hospitalized.

The Court **modifies** the tentative ruling as follows:

Cross-Defendants' Motion for an Award of Attorneys' Fees and Costs is **continued to 11/08/2018** at 1:30 PM in Department C33, due to Ms. Gallian's medical condition.

DATE: 11/01/2018  
DEPT: C33

MINUTE ORDER

Page 5  
Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

---

No further briefing is permitted. The Court orders the parties to meet and confer regarding settlement.

Parties waive notice.

B0432-9151 09/24/2021 11:20 PM Received by California Secretary of State

---

DATE: 11/01/2018  
DEPT: C33

MINUTE ORDER

Page 6  
Calendar No.

001039

EXHIBIT 15, PAGE 244



1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 2 FOR THE COUNTY OF ORANGE  
 3 CENTRAL JUSTICE CENTER - DEPARTMENT C33  
 4  
 5

6 THE HUNTINGTON BEACH GABLES )  
 HOMEOWNERS ASSOCIATION, A )  
 7 CALIFORNIA NONPROFIT MUTUAL )  
 BENEFIT CORPORATION, )  
 8 )

9 PLAINTIFF, )

10 VS. )

NO. 30-2017-00913985

11 SANDRA L. BRADLEY, ET AL., )

12 DEFENDANTS. )

13 AND RELATED CROSS-ACTIONS. )  
 14

15 THE HONORABLE JAMES L. CRANDALL, JUDGE PRESIDING

16 REPORTER'S TRANSCRIPT

17 NOVEMBER 1, 2018

18  
 19 APPEARANCES OF COUNSEL:

20 FOR PLAINTIFF: EPSTEN GRINNELL & HOWELL, APC  
 (COURTCALL) BY: JOYCE J. KAPSAL, ESQ.

21 FOR CROSS- GORDON & REES  
 22 DEFENDANTS: BY: BRENDA K. RADMACHER, ESQ.

23 FOR DEFENDANT JAMIE L. GALLIAN  
 24 JAMIE L. GALLIAN: IN PROPRIA PERSONA  
 (COURTCALL)

25  
 26 KAREN A. HUTCHISON, CSR #6664  
 APPROVED COURT REPORTER PRO TEMPORE

202

1 SANTA ANA, CALIFORNIA - THURSDAY, NOVEMBER 1, 2018

2 AFTERNOON SESSION

3 (THE FOLLOWING PROCEEDINGS WERE HELD IN  
4 OPEN COURT:)

5  
6 THE COURT: NUMBER 11, HUNTINGTON BEACH GABLES  
7 HOMEOWNERS ASSOCIATION VERSUS BRADLEY.

8 MS. KAPSAL: JOYCE KAPSAL APPEARING ON BEHALF OF  
9 THE ASSOCIATION ON COURTCALL, YOUR HONOR.

10 THE COURT: GOOD AFTERNOON.

11 MS. RADMACHER: BRENDA RADMACHER OF GORDON & REES,  
12 YOUR HONOR, APPEARING TODAY ON BEHALF OF THE MOVING  
13 PARTIES, THE INDIVIDUAL BOARD MEMBERS. I DON'T THINK I  
14 NEED TO NAME THEM ALL FOR THE RECORD.

15 THE COURT: NO, WE HAVE IT. IT'S IN MY TENTATIVE  
16 TOO.

17 MS. RADMACHER: IT IS.

18 THE COURT: WE DID GET A CALL FROM MS. GALLIAN,  
19 WHO SAID SHE WANTED TO CONTINUE IT. IS SHE ON THE PHONE?

20 MS. GALLIAN: YES, I AM, YOUR HONOR.

21 THE COURT: GOOD AFTERNOON. MS. GALLIAN, WERE YOU  
22 ABLE TO GET AHOLD OF OPPOSING COUNSEL TO TRY TO GET THIS  
23 MATTER CONTINUED, AS YOU ADVISED THE COURT YOU WERE GOING  
24 TO?

25 MS. GALLIAN: I DID, YOUR HONOR, AND SHE DENIED.

26 THE COURT: OKAY. SO WHAT'S THE BASIS FOR YOUR

203

1 REQUEST FOR A CONTINUANCE?

2 MS. GALLIAN: I WAS IN THE HOSPITAL FOR TWO DAYS,  
3 AND I GOT OUT THE NIGHT BEFORE YESTERDAY. AND THIS HAS  
4 BEEN VERY, VERY TAXING ON ME. AND I NEED HEART SURGERY.  
5 IT'S JUST TOO MUCH FOR ME. AND SO I WANT IT TO END.

6 AND I HAD AGREED AND WROTE A PROPOSAL AGREEING TO  
7 SELL MY HOUSE, AND THEY SAID THAT THEY WOULD TAKE SEVERAL  
8 DAYS TO CONSIDER IT.

9 I HAD A SECOND BUYER, AND WE SENT THE DEMAND  
10 LETTER A WEEK AGO, AND I PAID THE EXPEDITED FEE FOR A  
11 ONE-DAY RESPONSE, AS REQUESTED, BY THE HOMEOWNERS  
12 ASSOCIATION. AND AGAIN, THEY DRUG IT OUT NOW. I SENT THE  
13 DEMAND AND THE MONEY ON THE 23RD OF OCTOBER. IT IS NOW  
14 NOVEMBER 1ST. AND IT'S JUST A CONSTANT BARRAGE OF ATTACKS  
15 COMING AT ME.

16 AND I ACCEPT IT THAT THEY DON'T WANT ME THERE, SO  
17 I HAVE TO SELL THE HOUSE, AND THAT'S WHAT I'VE BEEN TRYING  
18 TO DO. BUT THEY DIDN'T SEND A DEMAND, AND I PAID THE  
19 MONEY, AND HERE WE ARE.

20 MS. KAPSAL: YOUR HONOR, IF I MAY BE HEARD, JOYCE  
21 KAPSAL APPEARING ON BEHALF OF THE ASSOCIATION. I'M NOT  
22 SURE THAT THOSE ARGUMENTS ARE GERMANE TO THE MOTION THAT'S  
23 BEFORE THE COURT THIS AFTERNOON.

24 THE COURT: WELL, I THINK IT'S GERMANE.

25 MS. KAPSAL: MS. GALLIAN MADE A REQUEST TO  
26 CONTINUE THE HEARING, AND THE RESPONSE WAS NO, WE WANTED

1 THE HEARING TO GO FORWARD.

2 THE COURT: HERE'S WHY I THINK IT'S GERMANE.

3 MS. KAPSAL: THE ISSUE BEFORE THIS COURT REQUIRES  
4 THAT WE GET A RULING ON THIS MOTION SO THAT WE KNOW WHAT  
5 KIND OF DEMAND TO MAKE INTO ESCROW.

6 THE COURT: WELL, HERE'S WHY I THINK IT'S GERMANE,  
7 BECAUSE, AS I TOLD PEOPLE AT OUR LAST SETTLEMENT  
8 CONFERENCE, PART OF THE FIRST, SECOND, OR THIRD  
9 SETTLEMENT, WE HAD A NUMBER OF THEM, WAS THAT THE  
10 INDIVIDUAL BOARD MEMBERS WOULD WAIVE THEIR CLAIMS,  
11 INCLUDING COSTS AND FEES. THAT WAS AGREED TO BY THE BOARD  
12 MEMBERS, WHICH I TOLD THEIR COUNSEL WAS A GENEROUS OFFER,  
13 AND SO I THINK MS. GALLIAN CONSIDERED THAT TO BE A DONE  
14 DEAL.

15 WHEN THE SETTLEMENT FELL THROUGH, I, OF COURSE,  
16 REMINDED HER THAT IF IT DOESN'T GET SETTLED, THAT MOTION  
17 WILL BE BACK ON CALENDAR AND THERE MAY BE AN AWARD.

18 SO IN VIEW OF THE FACT THAT MS. GALLIAN IS SAYING  
19 SHE WILL SELL HER HOUSE AND WILL MOVE, I'M NOT OPPOSED TO  
20 GIVING THE PARTIES ANOTHER WEEK TO SEE IF THEY CAN PUT A  
21 PACKAGE TOGETHER THAT IS SATISFACTORY TO ALL SIDES.

22 MS. RADMACHER: YOUR HONOR, I CAN ADDRESS THAT  
23 SLIGHTLY FOR YOU.

24 THE COURT: PARDON ME?

25 MS. RADMACHER: I CAN ADDRESS PART OF THE  
26 ADDITIONAL DETAILS THAT HAVEN'T BEEN IDENTIFIED.

1 THE COURT: OKAY.

2 MS. RADMACHER: AS PART OF MS. GALLIAN'S OUTREACH  
3 YESTERDAY TO US, SHE SENT US SEVERAL DIFFERENT PROPOSALS.  
4 THEY WERE CONFUSING TO US. IN FACT, SHE EVEN SENT AN  
5 E-MAIL SAYING, "PLEASE HELP ME DRAFT SOMETHING THAT MAKES  
6 SENSE," WHICH I CAN'T DO, AS YOU UNDERSTAND. I'M NOT HER  
7 ATTORNEY. THE ISSUES --

8 THE COURT: BUT YOU CAN DO SOMETHING THAT MAKES  
9 SENSE TO YOUR CLIENTS.

10 MS. RADMACHER: YES. BUT THE TERMS OF WHAT SHE  
11 WAS PROPOSING, WHICH HAVE NOT BEEN ADDRESSED AND I DON'T  
12 THINK ARE APPROPRIATE TO ADDRESS IN THIS SETTING, ARE JUST  
13 WOEFULLY INSUFFICIENT FOR THIS TIME.

14 MY CLIENTS ARE BOARD MEMBERS WHO HAVE INCURRED  
15 ATTORNEY'S FEES AND COSTS IN THIS MATTER. WHEN THE  
16 SETTLEMENT WAS FIRST REACHED, THERE WAS AN AGREEMENT TO  
17 WAIVE THESE FEES AND COSTS AT THAT TIME.

18 THE COURT: I REMEMBER THAT.

19 MS. RADMACHER: AND WE'RE STILL HERE, I'M STILL  
20 HERE. I'M STILL COMING BACK. MY CLIENTS CONTINUE TO  
21 INCUR COSTS AND FEES.

22 THE COURT: OKAY, BUT THE --

23 MS. RADMACHER: BUT WHERE THOSE SETTLEMENT  
24 DISCUSSIONS GO, I JUST CAN'T SEE US REACHING AN AGREEMENT.

25 THE COURT: I UNDERSTAND THAT. BUT LET ME TELL  
26 YOU, YOU'RE RIGHT ON YOUR MOTION, YOU'RE RIGHT ON THE LAW.

1 BUT THIS IS A SIGNIFICANT NUMBER WHICH COULD, IN FACT, END  
2 UP VOIDING THE SETTLEMENT AND VOIDING THE SALE. BECAUSE  
3 WHY IS MS. GALLIAN GOING TO GO THROUGH WITH A SALE WHERE  
4 THE ASSOCIATION GETS THE MONEY, NOT HER?

5 SO I WAS THINKING, NOW THAT I THINK MS. GALLIAN IS  
6 AWARE, AND THANKS TO THE INTERVENTION OF A FEW LAWYERS,  
7 THAT THIS MATTER HAS TO BE RESOLVED, I'M THINKING THE WAY  
8 TO DO IT IS KEEP THAT MONEY IN PLAY, BUT RATHER THAN ENTER  
9 THE DECISION THAT SHE OWES YOU \$46,000, THAT WOULD BE A  
10 CHIP THAT YOU CAN USE IN YOUR SETTLEMENT NEGOTIATIONS.

11 SO WHAT I'M THINKING IS THAT IN VIEW OF HER  
12 HOSPITALIZATION, THAT I WOULD JUST CONTINUE THIS FOR A  
13 WEEK KEEPING THE TENTATIVE IN PLACE. BECAUSE IF THE CASE  
14 DOESN'T GET SETTLED IN A WEEK, I'M GOING TO GRANT THE  
15 MOTION.

16 MS. RADMACHER: I HAVE A COUPLE OF SPECIFIC POINTS  
17 ON THE TENTATIVE RULING THAT I'D LIKE TO BRING TO THE  
18 COURT'S ATTENTION, IF I MAY.

19 THE COURT: OKAY. I KNOW YOU ASKED FOR MORE  
20 MONEY.

21 MS. RADMACHER: WELL, YES. BUT THERE'S A  
22 CLARIFICATION. IN YOUR TENTATIVE, THERE WAS THE ITEM OF  
23 COSTS WHICH WERE SOUGHT IN THE MOTION, WERE NOT ADDRESSED.

24 THE COURT: I THOUGHT IT WAS NOT COSTS. I THOUGHT  
25 YOU HAVE TO MAKE A SEPARATE MOTION FOR COSTS.

26 MS. RADMACHER: IT WAS INCLUDED IN BOTH OF THEM IN



207

1 THE ORIGINAL MOTION.

2 THE COURT: COSTS ARE POSTJUDGMENT, THAT'S THE  
3 POINT. DOES YOUR HOA CONTRACT SAY ANYONE WHO OPPOSES  
4 THESE GETS COSTS AND FEES?

5 MS. RADMACHER: IT DOES, YOUR HONOR. THESE ARE  
6 COSTS ONLY FOR THE INDIVIDUAL BOARD MEMBERS, NOT FOR THE  
7 ASSOCIATION.

8 THE COURT: I UNDERSTAND THAT.

9 MS. RADMACHER: AND IF WE NEED TO BRING IT  
10 SEPARATELY --

11 MS. KAPSAL: YOUR HONOR, THIS IS JOYCE KAPSAL.  
12 THE CC&R'S DO ALLOW FOR RECOVERY OF FEES AND COSTS.

13 THE COURT: CAN YOU DIFFERENTIATE COSTS BETWEEN  
14 THE BOARD AND ASSOCIATION, THOUGH?

15 MS. RADMACHER: YES.

16 THE COURT: FILING FEES FOR THOSE PARTIES?

17 MS. RADMACHER: CORRECT.

18 THE COURT: SO THAT WOULD BE NOMINAL. WHAT IS IT?

19 MS. RADMACHER: IT'S \$2,937.27, AS WAS SUBMITTED  
20 IN OUR MOTION.

21 THE COURT: IN VIEW OF MS. GALLIAN'S  
22 HOSPITALIZATION, AND I DO HAVE TO SAY SHE'S BEEN HERE ON  
23 EVERY OTHER APPEARANCE, SO MY TENTATIVE SETS FORTH THE  
24 REASONS WHY THIS MOTION SHOULD BE GRANTED, BUT I THINK SHE  
25 DOES HAVE --

26 MS. GALLIAN: MAY I REPLY, YOUR HONOR?

1 THE COURT: LET ME TELL YOU WHAT I'M GOING TO DO  
2 FIRST. I'M JUST SAYING I'M GOING TO TAKE THIS UNDER  
3 SUBMISSION FOR A WEEK AND GIVE THE PARTIES A WEEK TO SEE  
4 IF THEY CAN FINALIZE SOME KIND OF SETTLEMENT. AND IF NOT,  
5 I'LL HEAR THIS MOTION IN FULL AND GIVE YOU AN OPPORTUNITY  
6 TO APPEAR IN PERSON NEXT WEEK.

7 BUT SINCE -- AS YOU CAN SEE, I LAY OUT ALL THE  
8 AUTHORITY IN HERE AND ALL OF THE REASONS WHY. IN FACT, I  
9 TRIED TO PUT DOWN MS. GALLIAN'S ARGUMENTS AND WHY I'M NOT  
10 ACCEPTING THEM. SO ALL I CAN SAY IS, ALTHOUGH I'M ALWAYS  
11 OPEN TO HEAR THE PARTIES' ARGUMENTS, THIS APPEARS LEGALLY  
12 TO BE A JUSTIFIABLE AND RIGHTEOUS MOTION, AND I WOULD BE  
13 INCLINED TO GRANT IT, AS I SAID IN MY TENTATIVE.

14 ALL I'M SAYING IS I'M GIVING MS. GALLIAN, BECAUSE  
15 OF HER MEDICAL PROBLEMS, A WEEK TO WORK OUT A SETTLEMENT  
16 WHERE YOU CAN WITHDRAW YOUR MOTION. IF NOT, NEXT WEEK, IT  
17 WILL MOST LIKELY BE GRANTED.

18 MS. RADMACHER: YOUR HONOR, IN THAT VEIN, THE  
19 COURT IN ITS TENTATIVE IDENTIFIED THAT FOUR HOURS WERE  
20 REDUCED FROM THE TIME SOUGHT.

21 THE COURT: YES.

22 MS. RADMACHER: WE'RE GOING TO BE COMING BACK  
23 AGAIN.

24 THE COURT: OKAY, I UNDERSTAND.

25 MS. RADMACHER: AND THAT WOULD BE SOMETHING WE  
26 WOULD ASK THE COURT TO CONSIDER, THAT MY CLIENTS ARE

1 INCURRING ADDITIONAL COSTS.

2 THE COURT: IF YOU HAVE TO COME BACK, I'LL  
3 CONSIDER THAT AS WELL AS THE COSTS. SO IT MIGHT NOT END  
4 UP BEING 46,000; IT MAY BE 50,000 BY THEN. I UNDERSTAND.  
5 BUT I'M JUST SAYING, FOR ALL THE PARTIES, BOTH SIDES HAVE  
6 WORKED SO HARD TO TRY TO GET A SETTLEMENT. AND SINCE IT  
7 FELL THROUGH --

8 MS. GALLIAN: YOUR HONOR?

9 THE COURT: YES.

10 MS. GALLIAN: MAY I MOVE THE COURT TO ENFORCE THE  
11 MARCH 2ND SETTLEMENT AGREEMENT? I WILL WRITE THE CHECK  
12 FOR \$15,000 AND BE DONE WITH IT. THE MARCH 2ND, IF THAT'S  
13 WHAT THEY WANT, THAT'S WHAT IT IS AND --

14 THE COURT: WELL, THAT'S NOT BEFORE THE COURT  
15 RIGHT NOW.

16 MS. KAPSAL: YOUR HONOR, THIS IS JOYCE KAPSAL.  
17 THAT'S NOT BEFORE THIS COURT. SHE'S ALREADY OBJECTED TO  
18 THAT SETTLEMENT. IT'S OFF THE TABLE.

19 THE COURT: ALL RIGHT.

20 MS. GALLIAN: EXCUSE ME, PLEASE. LET ME FINISH.

21 THE COURT: ALL I'M TELLING EVERYBODY IS YOU HAVE  
22 A WEEK TO WORK IT OUT. OKAY? MS. GALLIAN, I HOPE YOU'RE  
23 FEELING BETTER, AND I HOPE YOU HAVE AN OPPORTUNITY TO MEET  
24 PERSONALLY WITH COUNSEL AND TRY TO SIT DOWN AND WORK  
25 SOMETHING OUT. OTHERWISE, THIS MOTION IS CONTINUED UNTIL  
26 NEXT WEEK.

210

1 AND TWO IMPORTANT THINGS: NO FURTHER BRIEFING --

2 MS. GALLIAN: YOUR HONOR, I'M TRYING TO SAY  
3 SOMETHING. MAY I SAY SOMETHING, YOUR HONOR?

4 THE COURT: GO AHEAD, SURE.

5 MS. GALLIAN: THE HOUSE IS SOLD, THE HOUSE IS  
6 GONE.

7 THE COURT: GOOD. OKAY.

8 MS. GALLIAN: THAT'S WHAT I'VE BEEN TRYING TO TELL  
9 THE COURT, IT'S GONE. I COULDN'T TAKE ANYMORE.

10 THE COURT: ALL RIGHT. WELL, HOPEFULLY THAT WILL  
11 MOTIVATE THE PLAINTIFF AND MOVING PARTIES TO TRY TO WORK  
12 OUT A SETTLEMENT IN THE NEXT WEEK. OTHERWISE, NEXT WEEK,  
13 WE'LL HEAR THIS MOTION. OKAY?

14 MS. GALLIAN: I APPRECIATE THAT.

15 THE COURT: MS. GALLIAN, I THINK THAT'S A WISE  
16 DECISION TO SELL THE HOUSE.

17 MS. GALLIAN: I DO TOO.

18 THE COURT: AND HOPEFULLY EVERYTHING WILL WORK  
19 OUT. OKAY, THANK YOU.

20 MS. RADMACHER: YOUR HONOR, IS THAT THURSDAY,  
21 NOVEMBER 8, AT 1:30 P.M.?

22 THE COURT: YES, THURSDAY, NOVEMBER 8, 1:30.

23 MS. RADMACHER: NOTICE WAIVED, YOUR HONOR?

24 THE COURT: OKAY. MS. GALLIAN, NOTICE WAIVED?

25 MS. GALLIAN: YES.

26 MS. KAPSAL: THANK YOU, YOUR HONOR, NOTICE WAIVED.

211

1 THE COURT: ALL PARTIES WAIVE NOTICE. OKAY, THANK  
2 YOU.

3 MS. RADMACHER: THANK YOU, YOUR HONOR.

4 (PROCEEDINGS CONCLUDED.)  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

## 1 REPORTER'S CERTIFICATE

2  
3 STATE OF CALIFORNIA }  
4 COUNTY OF ORANGE } SS.  
5

6 I, CANDACE KHOROUZAN, CSR 11579, OFFICIAL  
7 COURT REPORTER IN AND FOR THE SUPERIOR COURT OF THE  
8 STATE OF CALIFORNIA, COUNTY OF ORANGE, DO HEREBY  
9 CERTIFY THAT THE FOREGOING TRANSCRIPT, CONSISTING  
10 OF PAGES 1 THROUGH 39, INCLUSIVE, IS A TRUE AND  
11 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A  
12 FULL, TRUE, AND CORRECT STATEMENT OF THE PROCEEDINGS  
13 HAD IN SAID CAUSE.

14 DATED THIS 3RD DAY OF JULY, 2019.  
15

16  
17   
18 CANDACE KHOROUZAN, CSR #11579  
19  
20  
21  
22  
23  
24  
25  
26



1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF ORANGE

3 CENTRAL JUSTICE CENTER - DEPARTMENT C33

4 THE HUNTINGTON BEACH GABLES )  
 5 HOMEOWNERS ASSOCIATION, A )  
 6 CALIFORNIA NONPROFIT MUTUAL )  
 7 BENEFIT CORPORATION, )

8 PLAINTIFF, )

9 VS. )

NO. 30-2017-00913985

10 SANDRA L. BRADLEY, ET AL., )

11 DEFENDANTS. )

12 AND RELATED CROSS-ACTIONS. )

13 THE HONORABLE JAMES L. CRANDALL, JUDGE PRESIDING

14 REPORTER'S TRANSCRIPT

15 NOVEMBER 8, 2018

16 APPEARANCES OF COUNSEL:

17 FOR PLAINTIFF: EPSTEN GRINNELL & HOWELL, APC  
 18 PEJMAN D. KHARRAZIAN, ESQ.

19 FOR CROSS-DEFENDANTS GRANT, GENOVESE & BARATTA LLP  
 20 BS INVESTORS LLC, BY: GORDON G. MAY, ESQ.  
 21 LPT. ASSET MANAGEMENT,  
 22 HUGH SADDINGTON:

23 FOR CROSS-DEFENDANT GORDON & REES  
 24 BOARD MEMBERS: BY: BRENDA K. RADMACHER, ESQ.

25 FOR CROSS-DEFENDANT JAMIE L. GALLIAN  
 26 CROSS-COMPLAINANT: IN PROPRIA PERSONA

KAREN A. HUTCHISON, CSR #6664  
 APPROVED COURT REPORTER PRO TEMPORE

212

1 SANTA ANA, CALIFORNIA - THURSDAY, NOVEMBER 8, 2018

2 AFTERNOON SESSION

3 (THE FOLLOWING PROCEEDINGS WERE HELD IN  
4 OPEN COURT:)

5  
6 THE COURT: NUMBER 10, HUNTINGTON BEACH GABLES  
7 HOMEOWNERS ASSOCIATION VERSUS BRADLEY.

8 MR. MAY: GOOD AFTERNOON, YOUR HONOR. GORDON MAY,  
9 SPECIALLY APPEARING ON BEHALF OF CROSS-DEFENDANTS, BS  
10 INVESTORS LLC, LPL ASSET MANAGEMENT CORP, AND HUGH  
11 SADDINGTON.

12 THE COURT: MOVING PARTY.

13 MR. MAY: MOVING PARTY, AND WE SUBMIT ON THE  
14 TENTATIVE.

15 THE COURT: GOOD AFTERNOON, MS. GALLIAN.

16 MS. GALLIAN: GOOD AFTERNOON, YOUR HONOR.

17 THE COURT: WELL, A MOTION TO STRIKE, WHEN THEY  
18 SAY THEY WEREN'T SERVED, THE BURDEN SHIFTS TO THE  
19 PLAINTIFF. AND WE DIDN'T GET ANY PAPERWORK, SO I DON'T  
20 HAVE ANY CHOICE BUT TO DENY THE MOTION.

21 MS. GALLIAN: ON AUGUST 7TH -- I'VE BEEN WORKING  
22 WITH MR. MAY SINCE AUGUST 2017. HE'S PARTICIPATED IN  
23 OUR -- HE'S PARTICIPATED IN OUR -- EARLY ON IN THE CASE  
24 WHEN ALL FIVE ATTORNEYS -- HE IS VERY FAMILIAR WITH THE  
25 CASE. WE'VE HAD MANY, MANY CONVERSATIONS GOING BACK AND  
26 FORTH. THE AFRICAN-AMERICAN LADY THAT WAS HERE THE LAST

213

1 TIME THAT WE WERE HERE, YOUR HONOR, THAT WAS STANDING  
2 RIGHT HERE, SHE WAS TRYING TO TELL YOU THAT SHE SERVED THE  
3 OFFICE LATER BECAUSE THEY HAD BEEN SAYING NOW, OVER A YEAR  
4 LATER, WELL, WE WEREN'T SERVED. SO --

5 THE COURT: BUT THEY NEVER ANSWERED, THEY NEVER  
6 APPEARED, AND IT DOESN'T APPEAR THERE'S PROPER PROOF OF  
7 SERVICE.

8 MS. GALLIAN: I UNDERSTAND, YOUR HONOR. I FILED A  
9 PROOF OF SERVICE BACK IN AUGUST OF 2017.

10 THE COURT: AND THEY DENIED IT AND SUBMITTED  
11 DOCUMENTATION THAT THEY WEREN'T SERVED. AND THAT'S WHAT A  
12 MOTION TO QUASH DOES.

13 MS. GALLIAN: CORRECT. AND, YOUR HONOR, THE OTHER  
14 THING I'D LIKE TO MENTION TOO IS THAT BS INVESTORS IS NOT  
15 AN LLC ANYMORE. THEY CHANGED IN MARCH TO BS INVESTORS LLP  
16 JUST TO KIND OF CONFUSE THE WHOLE -- MUDDY THE WATER. BUT  
17 I UNDERSTAND, YOUR HONOR, YOU'RE ABSOLUTELY --

18 THE COURT: THE LAST I HEARD, EVERYONE WAS TRYING  
19 TO GET SOME KIND OF A GLOBAL SETTLEMENT TOGETHER. WHERE  
20 ARE YOU ON THAT?

21 MR. KHARRAZIAN: THAT'S RIGHT, YOUR HONOR. PEJMAN  
22 KHARRAZIAN ON BEHALF OF THE PLAINTIFF. WE JOINTLY  
23 PREPARED A DRAFT SETTLEMENT AGREEMENT AND SENT IT TO  
24 MS. GALLIAN EARLIER THIS WEEK.

25 THE COURT: SO YOU'RE STILL TALKING AT LEAST.

26 MR. KHARRAZIAN: WE ARE. UNFORTUNATELY, THAT

214

1 VERSION WAS PROMPTLY REJECTED BY MS. GALLIAN.

2 MS. GALLIAN: YOUR HONOR, IT WAS \$400,000,  
3 \$400,000. I MEAN, THAT'S JUST SILLY. I MEAN, I'M TRYING  
4 TO BE VERY, VERY COOPERATIVE, AND I HAVE THE SAME OFFER AS  
5 I DID JANUARY 2018. IT HASN'T CHANGED.

6 THE COURT: YOU'VE BEEN WORKING WITH THEM FOR TWO  
7 YEARS NOW. EVERY TIME HE GETS YOU DOWN, HE KICKS YOU.  
8 YOU WOULD THINK YOU'D LEARN AFTER THE FIRST TWO TIMES THAT  
9 DON'T LET HIM GET YOU DOWN AGAIN.

10 MS. GALLIAN: EXACTLY, YOUR HONOR.

11 THE COURT: AND NOW YOU'RE \$100,000 UNDER WATER?  
12 WHAT IS IT? WHAT'S YOUR BILL NOW?

13 MS. RADMACHER: FOR WHICH COUNSEL, YOUR HONOR?  
14 JOINTLY?

15 THE COURT: YOU. YOU GOT 45,000 LAST WEEK, DIDN'T  
16 YOU?

17 MS. RADMACHER: YOUR HONOR, BRENDA RADMACHER, I'LL  
18 MAKE MY APPEARANCE FOR THE RECORD, FOR THE BOARD MEMBERS.  
19 I ALSO REPRESENT THE HOMEOWNERS ASSOCIATION WHO WERE  
20 PREVIOUSLY IN THE CASE.

21 I THINK WHERE WE ARE, TO ANSWER YOUR QUESTION OF  
22 WHERE ARE WE ON SETTLEMENT AND CAN WE GET THERE,  
23 MS. GALLIAN HAS MADE SETTLEMENT OFFERS, WE'VE MADE  
24 RESPONSES TO THOSE. WE HAVE NOT BEEN ABLE TO REACH A  
25 NEGOTIATED AGREEMENT. THE PARTIES ARE TOO FAR APART. OUR  
26 CLIENTS --

1 THE COURT: YOU REACHED A SETTLEMENT AGREEMENT,  
2 AND I THOUGHT YOU PUSHED YOUR ADVANTAGE A LITTLE TOO HARD  
3 AND I LET HER OUT OF THAT. AND NOW IT SEEMS YOU'RE  
4 PUSHING YOUR ADVANTAGE AGAIN. HAVE YOU READ THE "MERCHANT  
5 OF VENICE"?

6 MS. RADMACHER: YES.

7 THE COURT: A POUND OF FLESH, BUT YOU CAN'T GET  
8 ANY BLOOD. OKAY.

9 MS. RADMACHER: UNDERSTOOD, YOUR HONOR.

10 THE COURT: IT APPEARS YOU'RE GOING FOR BLOOD AT  
11 THIS POINT. SHE WANTS TO LEAVE, SHE WANTS TO SELL HER  
12 PLACE. YOU HAVE A NEVER-DARKEN-MY-DOOR CLAUSE WITH HER.  
13 SO WHAT GOOD DOES IT DO YOU TO, YOU KNOW, PUSH HER INTO  
14 THE GROUND AND RUB HER FACE IN THE MUD?

15 MR. KHARRAZIAN: YOUR HONOR, I DISAGREE WITH THAT  
16 CHARACTERIZATION. I MEAN, IT'S BEEN A MOVING TARGET WITH  
17 HER. WE HAD AN MSC BEFORE YOU. YOU UNDERSTAND, WE WERE  
18 AT 15, THEN IT WAS DOWN TO 5, THEN IT WAS C, THEN IT WAS  
19 BACK UP TO 5. I MEAN, IT'S VERY DIFFICULT TO REACH ANY  
20 KIND OF AGREEMENT WITH HER. THE PURPOSE IS NOT TO GET A  
21 POUND OF FLESH.

22 THE COURT: YOU DON'T WANT TO LET HER WATER THE  
23 FLOWERS OUTSIDE HER FENCE. NOW SHE OWES YOU \$50,000 AND  
24 IS MOVING OUT OF THE COMMUNITY, AND YOU WANT MORE?

25 MR. KHARRAZIAN: WELL, WE'RE NOT SURE THAT THAT'S  
26 THE CASE, YOUR HONOR. I MEAN, SHE SAYS SHE'S SOLD. WE

216

1 HAVEN'T BEEN ABLE TO CONFIRM THAT IT'S TO A BONA FIDE  
2 THIRD-PARTY PURCHASER FOR VALUE. WE RECEIVED A COPY OF AN  
3 ASSIGNMENT. IT SAYS FOR NO CONSIDERATION. WE DON'T KNOW  
4 WHAT'S HAPPENED, WE'RE STILL TRYING TO GET TO THE BOTTOM  
5 OF THAT, YOUR HONOR.

6 IF SHE HAS INDEED SOLD TO A THIRD-PARTY PURCHASER  
7 FOR VALUE, THEN THAT'S GREAT. AND, YOU KNOW, I THINK WE  
8 ARE WELL ON OUR WAY TO GETTING THIS RESOLVED. BUT WE  
9 DON'T KNOW THAT FOR SURE YET. AND FRANKLY, YOUR HONOR,  
10 IT'S DIFFICULT TO TAKE MS. GALLIAN AT HER WORD ON THESE  
11 THINGS. AND SO IT'S DIFFICULT TO REACH A SETTLEMENT IN  
12 THAT SCENARIO.

13 THE COURT: IT'S VERY DIFFICULT IF YOU'RE  
14 CONSTANTLY PRESSING FOR EVERY TECHNICAL POINT YOU CAN  
15 RAISE AND MAKING SURE THAT YOU GIVE HER EVERY LASH THAT  
16 YOU'RE ALLOWED TO UNDER YOUR CC&R'S AND YOUR SETTLEMENT  
17 AGREEMENT. I'M CONSISTENTLY RULING IN YOUR FAVOR ON THE  
18 LAW, BUT AT SOME POINT I'VE GOT TO CONSIDER THE EQUITY OF  
19 THE SITUATION. YOU'RE RIGHT ON THE LAW, BUT I THINK  
20 YOU'RE PRESSING YOUR ADVANTAGE.

21 MS. RADMACHER: YOUR HONOR, I APPRECIATE YOUR  
22 PERSPECTIVE ON THIS, BUT YOU HAVE TO ALSO UNDERSTAND THE  
23 PERSPECTIVE FROM THE HOMEOWNERS ASSOCIATION AND THE BOARD  
24 MEMBERS WHO HAVE BEEN INVOLVED IN THIS LAWSUIT THAT SHOULD  
25 HAVE BEEN RESOLVED PROBABLY --

26 THE COURT: WAIT A SECOND.



217

1 MS. RADMACHER: -- A YEAR AGO.

2 THE COURT: I SAID AN IMPORTANT WORD, I SAID  
3 "EQUITY." AND YOU COME BACK WITH HOMEOWNERS ASSOCIATION  
4 AND BOARD MEMBERS?

5 MS. RADMACHER: WHO ARE INDIVIDUAL PEOPLE AS WELL,  
6 YOUR HONOR.

7 THE COURT: I CAN TAKE JUDICIAL NOTICE THAT PEOPLE  
8 ONLY GET ON THE BOARD BECAUSE THEY HAVE THIS UNNATURAL  
9 DESIRE TO BOSS THEIR NEIGHBORS AROUND. OKAY? HOMEOWNERS  
10 ASSOCIATIONS ARE VERY DIFFICULT TO DEAL WITH. THEY'RE  
11 TECHNICALLY CORRECT, THOUGH. I HAVE TO FOLLOW THE LAW.

12 ALL I'M SAYING IS, AT SOME POINT IN TIME, AS  
13 ABRAHAM LINCOLN SAID, LAWYERS ARE IN A VERY UNIQUE  
14 POSITION TO BE GOOD PEOPLE AND TO RESOLVE PEOPLE'S  
15 DISPUTES, AND THEY SHOULD TELL THEIR FRIENDS AND NEIGHBORS  
16 TO SETTLE THEIR CASES.

17 SO YOU CAN BE THE BEST LAWYER IN THE WORLD AND  
18 FIND EVERY TECHNICAL POINT THAT YOU CAN DRIVE IN TO YOUR  
19 OPPONENT, OR YOU COULD LOOK AT THE BIG PICTURE AND SAY,  
20 HEY, YOU KNOW, LET'S GET ON IN THE WORLD WITH OUR  
21 NEIGHBORS AND OUR FRIENDS AND TRY TO RESOLVE DISPUTES.

22 MS. RADMACHER: AND I THINK THE ASSOCIATION -- MY  
23 POINT, YOUR HONOR, TO MAKE, WAS THE ASSOCIATION AND THE  
24 BOARD MEMBERS HAVE BEEN ATTEMPTING TO DO THAT. WE'VE COME  
25 TO THREE SETTLEMENT CONFERENCES, WE'VE CONTINUED TO MOVE  
26 THINGS AHEAD IN AN EFFORT TO DO SO. THE PARTIES, YOU

218

1 ASKED WHERE WE ARE. WE HAVE YET NOT BEEN ABLE TO REACH AN  
2 AGREEMENT.

3 THE COURT: WELL, KEEP TRYING.

4 MS. RADMACHER: BUT WE ARE HERE TODAY REALLY ON MY  
5 MOTION.

6 THE COURT: I CAN TURN TO MS. GALLIAN AND SAY,  
7 MS. GALLIAN, YOU HAVE HAD A LOT OF OPPORTUNITIES TO BE A  
8 LITTLE MORE FLEXIBLE, AND WE'RE GOING TO TRY TO UNDO THE  
9 WHOLE HOMEOWNERS ASSOCIATION. THIS THING, I PROBABLY  
10 SHOULDN'T HAVE ALLOWED IT TO ESCALATE TO A LEVEL IT DID,  
11 BUT THE PARTIES WANTED TO FIGHT AND THEY HAD A LONG FIGHT,  
12 BUT IT SHOULD BE OVER.

13 MS. GALLIAN: MAY I ADDRESS THE COURT?

14 THE COURT: BUT ALL I CAN SAY RIGHT NOW IS,  
15 BECAUSE ALL I HAVE IN FRONT OF ME UNTIL TOMORROW, I HAVE  
16 TWO EX PARTES, I'LL SEE YOU ALL AGAIN, IS THAT I HAVE TO  
17 GRANT THE MOTION AND QUASH SERVICE. MS. GALLIAN.

18 MS. GALLIAN: YES. YOUR HONOR, BECAUSE I'M NOT AN  
19 ATTORNEY, MAY WE ADDRESS ONE THING AT A TIME SO THAT I CAN  
20 KEEP UP? I UNDERSTAND MR. MAY, HIS MOTION WAS GRANTED.

21 THE COURT: EXACTLY. SO THEY'RE NOT A PARTY TO  
22 THE LAWSUIT.

23 MS. GALLIAN: RIGHT, EXACTLY. OKAY. MAY I  
24 ADDRESS YOUR TENTATIVE THAT WAS POSTED?

25 THE COURT: MY TENTATIVE SAID THEIR MOTION IS  
26 GRANTED.

219

1 MS. GALLIAN: I THOUGHT YOU GAVE ME LAST WEEK,  
2 BECAUSE I WAS IN THE HOSPITAL, YOU SAID TO COME BACK TODAY  
3 TO ARGUE IT. AND I ARGUED IT.

4 THE COURT: WHICH ONE IS THIS?

5 MS. RADMACHER: THAT'S WHY WE'RE --

6 MS. GALLIAN: THIS IS THE MOTION FOR THE  
7 ATTORNEY'S FEES. I WAS IN THE HOSPITAL WHEN I TALKED TO  
8 YOU.

9 THE COURT: I UNDERSTAND NOW.

10 MS. GALLIAN: SO I SUBMITTED, YOUR HONOR, A  
11 DOCUMENT ABOUT THREE HOURS AGO. AND I DON'T KNOW IF  
12 YOU'VE SEEN IT BUT --

13 THE COURT: NO.

14 MS. GALLIAN: WELL THEN, SO BASICALLY WHAT IT SAYS  
15 IS --

16 THE COURT: WELL, FIRST, IT HAS TO GET INTO THE  
17 COMPUTER SYSTEM.

18 MS. GALLIAN: YES, SIR. IT IS THERE.

19 THE COURT: WELL, GETTING IT DOWNSTAIRS  
20 ELECTRONICALLY FILED MIGHT GET IT INTO THE SYSTEM. IT  
21 DOESN'T GET IT INTO MY FILE. SO LET ME LOOK. HOLD ON.

22 MS. GALLIAN: VERY GOOD, THANK YOU.

23 MS. RADMACHER: YOUR HONOR, IF I CAN CLARIFY, SO  
24 THE RECORD IS CLEAR, WE HAVE A COURT REPORTER, LAST WEEK  
25 WE WERE HERE ON THE HEARING ON MY CLIENT'S MOTION FOR  
26 ATTORNEY'S FEES AND COSTS. YOU ASKED US TO COME BACK THIS

220

1 WEEK AFTER WE ENGAGED IN SOME FURTHER SETTLEMENT  
2 DISCUSSIONS. SO THAT'S WHAT WE ARE HERE FOR.

3 AND WE HAVE FROM THE RECORD LAST WEEK, WE HAVE A  
4 TRANSCRIPT, PAGE 9, LINE 21, THROUGH PAGE 10, LINE 1,  
5 WHERE YOU CLARIFIED THAT AND ASKED US TO HAVE AN  
6 OPPORTUNITY TO TRY TO NEGOTIATE. BUT YOU SAID ON PAGE 10,  
7 LINE 1: "AND TWO IMPORTANT THINGS: NO FURTHER BRIEFING."  
8 FROM THEN, YOU WERE INTERRUPTED, AND YOU DIDN'T SAY WHAT  
9 NUMBER 2 WAS.

10 THE COURT: THIS IS IN THE DECLARATION THAT YOU  
11 HAVE.

12 MS. RADMACHER: WELL, IT'S A DECLARATION, BUT IT'S  
13 SUBMITTING A LEGAL ARGUMENT, YOUR HONOR, WHICH I --

14 MS. GALLIAN: IT'S NOT TRUE.

15 MS. RADMACHER: -- WHICH I WOULD STATE WOULD BE A  
16 BRIEFING.

17 THE COURT: IT NOT ONLY HAS ONE, TWO, THREE, FOUR,  
18 FIVE, SIX, SEVEN, EIGHT -- OH, TEN REFERENCES TO CODES AND  
19 A CASE. OKAY. IT'S A LEGAL BRIEF. SO YOU DON'T WANT ME  
20 TO LISTEN TO HER BECAUSE SHE WAS IN THE HOSPITAL, AND  
21 YOU'D RATHER JUST HAVE ME GO WITH MY RULING WHEN SHE  
22 WASN'T HERE.

23 MS. RADMACHER: THAT'S NOT WHAT I'M SAYING. I'M  
24 ASKING YOUR HONOR FOR THE LAST-MINUTE LEGAL BRIEFING THAT  
25 WAS IN CONTRADICTION TO YOUR ORDER AND WITHOUT ANY REQUEST  
26 FOR RELIEF AND SUBMITTED UNTIMELY TO BE NOT CONSIDERED,

221

1 BUT TO ALLOW THE ORAL ARGUMENT ON YOUR TENTATIVE RULING TO  
2 PROCEED.

3 THE COURT: I USED TO REPRESENT HOMEOWNER  
4 ASSOCIATIONS. OKAY? I'VE BEEN IN YOUR POSITION. BUT I  
5 DON'T KNOW IF YOU HAVE ANY COMPREHENSION OF HOW  
6 DISTASTEFUL THE MANNER AND METHOD IN WHICH YOU HAVE BOTH  
7 DEFENDED AND PROSECUTED THIS CASE -- BECAUSE YOU STARTED  
8 OUT AS THE PLAINTIFF, AND THEN YOU WERE A CROSS-DEFENDANT,  
9 AND NOW YOU'RE THE PLAINTIFF, AND NOW YOU'RE GETTING  
10 COSTS. AND THAT'S WHAT WE DO IN LAW AND MOTION.  
11 EVERYBODY HAS A TECHNICAL POINT THEY WANT TO RAISE WITH  
12 THE COURT.

13 BUT SHE WAS IN THE HOSPITAL, SO I CONTINUED IT FOR  
14 A WEEK, I SAID NO FURTHER BRIEFING, AND THEN SHE SUBMITS  
15 SOMETHING AND YOU SAY, OH, YOU SAID NO FURTHER BRIEFING.

16 MS. RADMACHER: HONESTLY, YOUR HONOR, I HAVEN'T  
17 HAD A CHANCE TO -- OTHER THAN PRINT IT OUT, I HAVEN'T  
18 REVIEWED IT.

19 THE COURT: I NEED A SIGN, NO WHINING, JUST TO PUT  
20 ON THE BENCH HERE. I LIKE TO DECIDE MY CASES ON THE  
21 MERITS, NOT THAT SOMEBODY IS A DAY LATE AND THEREFORE THEY  
22 CAN'T SPEAK. I HAD TO EARLIER TODAY DENY A REQUEST TO SET  
23 ASIDE A DEFAULT BECAUSE IT WASN'T PROPER. I MEAN, I DO  
24 FOLLOW THE LAW. BUT WHEN I HAVE EVERYBODY HERE, IT WOULD  
25 BE NICE TO TALK ABOUT THE MERITS.

26 MS. RADMACHER: AND I'D BE HAPPY TO DO THAT. I

222

1 HAVE NOT DICESTED ANYTHING THAT SHE SUBMITTED. MY  
2 CONCERN, YOUR HONOR, IS THIS WAS FULLY BRIEFED MONTHS AGO.  
3 AND SO THEN THE DAY OF --

4 THE COURT: AND MY TENTATIVE WAS IN YOUR FAVOR.

5 MS. RADMACHER: I UNDERSTAND THAT. AND MY ONLY  
6 ISSUE WITH FURTHER BRIEFING THAT'S BEEN SUBMITTED, WE'RE  
7 CONTINUED, WE ARE HERE BECAUSE WE'VE BEEN TRYING TO  
8 SETTLE, BECAUSE WE'VE BEEN TRYING TO DO THESE DIFFERENT  
9 THINGS. AND TO NOW BE, YOU KNOW, THE 11TH HOUR,  
10 LITERALLY, TO HAVE FURTHER BRIEFING THAT YOU HAVEN'T SEEN,  
11 THAT WE HAVEN'T DIGESTED, DOESN'T SEEM TO BE EQUITABLE,  
12 YOUR HONOR, IN TALKING ABOUT EQUITY. IT'S NOT WHINING.  
13 IT'S ACTUALLY SAYING, YOU KNOW, WE HAVE RULES, AND WE HAVE  
14 TO FOLLOW THOSE RULES AND PROCEDURES FOR GOOD REASON.

15 AND SO THAT'S OUR REQUEST TO THE COURT, THAT WE'RE  
16 HAPPY TO HEAR AND ARGUE ON THE MERITS AND HAVE YOU HEAR  
17 FROM BOTH SIDES BASED ON WHAT YOUR TENTATIVE -- BASED ON  
18 THE PLEADINGS AND THE DOCUMENTS THAT HAVE BEEN BRIEFED  
19 ACCORDING TO YOUR DIRECTION AND RULES.

20 THE COURT: SO WHY SHOULD I REVIEW THIS, CLEARLY,  
21 A LEGAL BRIEF? IN FACT, I WAS WRONG, BECAUSE AS I PAGED  
22 THROUGH THIS FURTHER, YOU'VE GOT 20 DIFFERENT CASES CITED  
23 TO ME.

24 MS. GALLIAN: NO. BASICALLY WHAT HAPPENED, YOUR  
25 HONOR -- AND I WILL TAKE FULL RESPONSIBILITY FOR NOT  
26 READING THE OPPOSITION THAT WAS FILED BY DAVID FLYER TO



223

1 THE OPPOSITION. HE TOOK HIS NAME OFF OF IT AND SENT IT TO  
2 ME. HE GOES, YOU HAVE TO FILE THIS RIGHT NOW. HE'S RIGHT  
3 ON IN HIS OPPOSITION, AND THAT SUPPORTS EXACTLY WHAT HIS  
4 OPPOSITION WAS.

5 THE COURT: BUT DID YOU READ MY TENTATIVE LAST  
6 WEEK?

7 MS. GALLIAN: YES, I DID, YOUR HONOR.

8 THE COURT: YOUR OPPOSITION WAS NOT ON POINT. THE  
9 CASES WERE DISTINGUISHABLE. YOUR LAW WAS NOT ON POINT.

10 MS. GALLIAN: HOLD ON FOR A SECOND. LET ME -- I  
11 GET NERVOUS, SO LET ME JUST FINISH MY POINT.

12 THE COURT: DON'T TELL ME YOU'RE NERVOUS. I'VE  
13 MET WITH YOU 27 TIMES HERE. YOU'VE GONE TOE-TO-TOE WITH  
14 THE LAWYERS ON THE OTHER SIDE FOR HOURS AT A TIME.

15 MS. GALLIAN: IT WAS A LOT OF -- TO TAKE IN. AND  
16 I BELIEVE THAT THE HOMEOWNERS ASSOCIATION IS NOT WHO I  
17 SUED AS INDIVIDUALS, EVEN THOUGH THEY'RE ONE AND THE SAME  
18 PEOPLE. THE REASON I SUED THEM AS INDIVIDUALS IS BECAUSE  
19 THEY WERE NOT A DULY CONSTITUTED BOARD, AS I BROUGHT TO  
20 THE COURT ON JANUARY 11TH AT OUR VERY FIRST MANDATORY  
21 SETTLEMENT CONFERENCE.

22 I ACTUALLY HAVE, IN MY CASE OVER THERE, I HAVE THE  
23 BALLOTS, I HAVE THE NOTICE OF THE ANNUAL MEETING. NONE OF  
24 THESE PEOPLE WERE ON IT. AND WHEN THIS CASE STARTED, THE  
25 SAME THREE BOARD MEMBERS THAT HAVE BEEN ON THE BOARD SINCE  
26 2004 -- THIS IS 2018, AND THEY HANDPICKED TWO PEOPLE TO BE

1 ON THE BOARD, ONE OF THEM BEING AN ATTORNEY FOR THAT  
2 ADVANTAGE.

3 THE COURT: BUT ONE THING YOU NEED TO UNDERSTAND,  
4 EVERYBODY IN OUR COUNTRY TALKS ABOUT AND LOVES THE DUE  
5 PROCESS CLAUSE.

6 MS. GALLIAN: CORRECT.

7 THE COURT: THAT ONLY APPLIES TO PROTECT PEOPLE  
8 FROM THE GOVERNMENT. PEOPLE BETWEEN EACH OTHER -- THERE'S  
9 NO DUE PROCESS IN A HOMEOWNERS ASSOCIATION. THEY CAN LOAD  
10 THE BOARD. IN MY ASSOCIATION, WHOEVER WAS THE LAST ONE TO  
11 STEP BACK HAD TO BE ON THE BOARD. OKAY?

12 MS. GALLIAN: CORRECT. BUT CAN I JUST FINISH?

13 THE COURT: BUT YOUR POINT IS NOT ABOUT FAIRNESS  
14 HERE. THERE ARE RULES AND REGULATIONS, WE'VE REVIEWED THE  
15 CC&R'S, AND YOU'VE BEEN COMING IN HERE AND SAYING IT  
16 WASN'T A DULY CONSTITUTED HOMEOWNERS ASSOCIATION. YOU'RE  
17 WRONG.

18 MS. GALLIAN: I'M A HOMEOWNER, YOUR HONOR.

19 THE COURT: BUT THIS ISN'T ABOUT AN ELECTION.

20 MS. GALLIAN: NO, IT'S NOT.

21 THE COURT: THERE WAS NOTHING SAYS THERE WAS AN  
22 UNFAIR ELECTION.

23 MS. GALLIAN: I BROUGHT IT UP ORIGINALLY. THAT'S  
24 WHY I ASKED FOR DECLARATORY RELIEF IN MY CROSS-COMPLAINT  
25 AGAINST THEM BECAUSE I, AS A HOMEOWNER, WHEN I TOOK OVER  
26 OWNERSHIP WHEN THE PROPERTY WAS GIFTED TO ME, I FILLED OUT

225

1 AN ARCHITECTURAL APPLICATION THAT WAS DENIED WITHOUT DUE  
2 PROCESS, THAT WAS ARBITRARY, THAT WAS CAPRICIOUS. AND  
3 WHAT I'M SAYING IS --

4 THE COURT: THEY HAVE TO FOLLOW THE ARCHITECTURAL  
5 STANDARDS.

6 MS. GALLIAN: BUT THEY DIDN'T. I AGREE. I AGREE,  
7 YOUR HONOR. BUT WHAT I'M SAYING IS, AS A HOMEOWNER, I  
8 HAVE THE RIGHT -- I'VE DONE IT THREE TIMES. I HAVE  
9 NOTICED THIS BOARD THREE TIMES TO ADR AS A HOMEOWNER. AND  
10 I AM BEING REFUSED THAT PATH. SO YOU CAN'T GO FROM A WAY  
11 OVER HERE TO Z. EVEN RIGHT NOW, I'VE NOTICED BOTH OF  
12 THESE GENTLEMEN TO ADR. THIS ONE TRIES TO SERVE AN  
13 UNLAWFUL DETAINER, HE KNOWS I HAVEN'T LIVED THERE FOR TWO  
14 MONTHS, AND THIS ONE, GAVE HIM THE INFORMATION. THEY'RE  
15 TWO SEPARATE ENTITIES.

16 THE COURT: WAIT A SECOND. YOU KNOW, THERE ARE  
17 CERTAIN PROCEDURES THAT ARE FINAL, AND ONE OF THEM IS A  
18 DISMISSAL. YOU DISMISSED THESE INDIVIDUALS. THAT WAS  
19 YOUR DECISION. THAT WASN'T --

20 MS. GALLIAN: IT WAS REJECTED.

21 THE COURT: EXCUSE ME. LET ME FINISH. YOU  
22 DISMISSED SOME INDIVIDUALS. I DIDN'T ORDER IT. YOU DID  
23 IT ON YOUR OWN. THOSE PARTIES UNDER THE CODE HAVE A RIGHT  
24 TO FILE FOR COSTS AND ATTORNEY'S FEES UNDER THE CC&R'S.  
25 THAT'S WHAT THIS MOTION IS. HOW CAN YOU ARGUE IT'S NOT A  
26 DULY CONSTITUTED BOARD WHEN THERE'S ALREADY A DISMISSAL

1 THAT YOU FILED IN FAVOR OF THESE PEOPLE?

2 MS. GALLIAN: BECAUSE I SUBMITTED THE GOOD FAITH  
3 ARGUMENT TWO DAYS LATER AND I HAVE THE E-MAIL TRAIN. THEY  
4 KNOW I DID. IT WAS AN AGREEMENT, YOUR HONOR, BETWEEN ME  
5 AND JAMES --

6 THE COURT: I DIDN'T SEE ANYWHERE THAT YOU HAVE AN  
7 AGREEMENT THAT THERE WOULD BE A WAIVER OF COSTS IN  
8 EXCHANGE FOR A DISMISSAL. IT WASN'T PROVEN. THEY MADE A  
9 MOTION AND SAID IT WASN'T THERE, AND I DON'T HAVE ANY  
10 OPPOSITION THAT SHOWS TO THE CONTRARY. SO THEY HAVE A  
11 SATISFACTORY RESULT IN THIS CASE, THEY'RE THE PREVAILING  
12 PARTY, THEY HAVE A RIGHT UNDER THE CODE AND UNDER THE  
13 CC&R'S FOR ATTORNEY'S FEES.

14 MS. GALLIAN: THEY ARE NOT THE PREVAILING PARTY  
15 BECAUSE THIS WAS A DECLARATORY RELIEF. THIS WASN'T AN  
16 ENFORCEMENT OF THE GOVERNING DOCUMENTS, YOUR HONOR.

17 THE COURT: THAT WAS RAISED BEFORE. OKAY.

18 MS. GALLIAN: THAT'S WHAT THE LAW SAYS.

19 THE COURT: OKAY.

20 MS. GALLIAN: AND THEY HAD TO HAVE DONE THE MOTION  
21 AT THE SAME TIME. I'M JUST SAYING IT WAS UNTIMELY.

22 THE COURT: YOU WERE THERE AT THE SETTLEMENT  
23 CONFERENCE A MONTH AGO WHEN I SAID, I'VE GOT THIS BIG  
24 MOTION PENDING FOR 54,000, IS WHAT YOU WANTED IN  
25 ATTORNEY'S FEES, I THINK, AND YOU GUYS BETTER SETTLE, OR  
26 ELSE YOU MIGHT GET A BAD RESULT. AND I TOLD HER, YOU GUYS

227

1 SETTLE BECAUSE I MIGHT NOT RULE IN HER FAVOR. I TOLD BOTH  
2 OF YOU THAT'S A BIG NUMBER, AND YOU COULD HAVE SETTLED  
3 THIS CASE FOR \$15,000.

4 MS. GALLIAN: YOU'RE RIGHT. AND I BROUGHT THE  
5 CHECK WITH ME IN JUNE, TOO. AND IT'S BEEN BACK AND FORTH.  
6 SO YEAH, WHEN HE TALKS ABOUT THAT THE SETTLEMENT HAS GONE  
7 DOWN, IT'S BECAUSE I'VE HAD FRIVOLOUS STUFF BROUGHT  
8 AGAINST ME.

9 THE COURT: WELL, I WAS IN THERE WHEN THEY SAID  
10 THEY'D TAKE THE ORIGINAL SETTLEMENT JUST A COUPLE WEEKS  
11 AGO. AND YOU SAID, NO, THAT MONEY IS GONE. SO YOU DIDN'T  
12 TAKE IT.

13 BUT NOW I'M GOING TO MAKE MY RULING. I'M RULING  
14 IN FAVOR, ACCORDING TO MY TENTATIVE RULING, GRANTING FEES  
15 TO THE PREVAILING PARTY ON THE CROSS-COMPLAINT.

16 MS. GALLIAN: ARE YOU SAYING INDIVIDUALS? YOU'RE  
17 TALKING ABOUT INDIVIDUALS?

18 THE COURT: MY TENTATIVE RULING FROM LAST WEEK.

19 MS. GALLIAN: NOT BOARD MEMBERS. THIS IS  
20 SEPARATE. THIS IS NOT THE ASSOCIATION. I JUST WANT TO  
21 MAKE SURE, BE VERY CLEAR.

22 THE COURT: IF YOU WANT TO MAKE SURE, READ MY  
23 TENTATIVE RULING.

24 MS. GALLIAN: I DID, YOUR HONOR, VERY CLEARLY I  
25 READ IT.

26 THE COURT: THAT WILL BE THE FINAL ORDER OF THE

228

1 COURT.

2 MS. GALLIAN: OKAY.

3 THE COURT: NOW, WE HAVE SOMETHING COMING UP. I  
4 HEARD TWO OF YOU ARE FILING EX PARTE MOTIONS TOMORROW.

5 MS. GALLIAN: I DIDN'T FILE AN EX PARTE MOTION.

6 THE COURT: WHAT'S GOING ON?

7 MS. GALLIAN: THEY WANT TO CONTINUE THE TRIAL.  
8 ABSOLUTELY NOT.

9 MR. KHARRAZIAN: YOUR HONOR, WE HAVE TWO EX  
10 PARTES. I FILED AN EX PARTE SCHEDULED FOR TOMORROW  
11 MORNING TO ASK TO CONTINUE THE TRIAL BECAUSE MS. GALLIAN  
12 APPEARS TO HAVE SOLD THE UNIT, WHICH MAY VERY WELL  
13 ALLEVIATE THE TRIAL.

14 MS. GALLIAN: YOU JUST SAID FIVE MINUTES AGO YOU  
15 DIDN'T KNOW --

16 (CELL PHONE RINGING.)

17 MS. GALLIAN: PARDON ME, SIR.

18 MR. KHARRAZIAN: AND BS INVESTORS HAS FILED A U.D.  
19 ACTION. EITHER ONE OF THOSE TWO, AS THEY PLAY OUT, COULD  
20 VERY WELL ALLEVIATE THE TRIAL. WE'RE A MONTH AWAY FROM  
21 TRIAL. I THINK IF THE PARTIES GET INTO HEAVY-DUTY TRIAL  
22 PREP, IT'S NOT GOING TO HELP THIS CASE AT ALL.

23 THE COURT: I'LL SEE YOU TOMORROW. BUT THERE IS  
24 AN OLD SAYING: "IF YOU LIVE BY THE SWORD, YOU DIE BY THE  
25 SWORD." AND IF YOU MAKE YOUR LIVING HOLDING TECHNICAL  
26 POINTS AGAINST PEOPLE, THEY MIGHT AT ONE POINT SAY, TOO



1 LATE TO CONTINUE THE TRIAL.

2 MR. KHARRAZIAN: I UNDERSTAND THAT, YOUR HONOR.

3 THE COURT: THERE'S ANOTHER RULE, I THINK,  
4 SOMEWHERE, I HOPE IT'S IN THE BACK OF THIS CIVIL CODE  
5 WHERE THEY HAVE ALL THE MAXIMS OF JURISPRUDENCE, AND ONE  
6 OF THEM SHOULD SAY, NEVER MOTIVATE THE OPPOSITION. NEVER  
7 CAUSE SOMEONE ELSE TO STAY UP LATE AT NIGHT TO GET EVEN  
8 WITH YOU. AND THAT'S WHAT'S HAPPENED HERE. THIS HAS  
9 DEGENERATED INTO A SPITE FIGHT.

10 SO I WANT TO GET THIS CASE RESOLVED. IT'S ONE OF  
11 MY OLDER CASES. BUT I'LL HEAR YOUR EX PARTIES. SO YOU'VE  
12 GIVEN NOTICE TO MS. GALLIAN?

13 MR. KHARRAZIAN: WE HAVE, YOUR HONOR.

14 THE COURT: THERE'S TWO. WHAT'S THE OTHER ONE?

15 MS. RADMACHER: THE OTHER ONE IS FOR A TEMPORARY  
16 RESTRAINING ORDER RELATED TO THE TRANSFER OF THE ASSETS OF  
17 MS. GALLIAN OF THE SALE DEALING WITH THESE ISSUES WHERE WE  
18 HAD A SANCTIONS MOTION AS WELL AS THIS PENDING MOTION, THE  
19 TRANSFER OF THE PROPERTY. WE HAVE NOT BEEN ABLE TO VERIFY  
20 THAT IT HAS BEEN DONE TO A BONA FIDE PURCHASER, AND  
21 THERE'S CONCERNS ABOUT THE ABILITY OF MS. GALLIAN TO  
22 SATISFY THE JUDGMENTS THAT MAY BECOME PENDING.

23 THE COURT: SO ALTHOUGH YOU ORIGINALLY SAID, WE  
24 WANT HER NOT TO WATER THE COMMON AREA, NOW YOU WANT TO  
25 TAKE ALL THE EQUITY THAT SHE HAS IN THE HOUSE AND TAKE IT  
26 FOR YOURSELF.

230

1 MS. RADMACHER: NO, YOUR HONOR. THAT'S NOT WHAT  
2 WE'RE SAYING.

3 MS. GALLIAN: THAT'S EXACTLY WHAT'S HAPPENING.

4 MS. RADMACHER: WE'RE SAYING WE WANT TO PRESERVE  
5 THE EQUITY TO ENSURE THAT IT IS PROPERLY ADDRESSED.

6 THE COURT: OKAY. I'LL HEAR THEM BOTH TOMORROW.

7 MR. KHARRAZIAN: THANK YOU, YOUR HONOR.

8 MR. MAY: THANK YOU, YOUR HONOR.

9 MS. RADMACHER: THANK YOU, YOUR HONOR.


10 (PROCEEDINGS CONCLUDED.)  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF ORANGE )  
4  
5

6 REPORTER'S CERTIFICATE  
7  
8

9 I, KAREN A. HUTCHISON, CSR NO. 6664, APPROVED  
10 COURT REPORTER PRO TEMPORE IN AND FOR THE SUPERIOR COURT  
11 OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE, DO HEREBY  
12 CERTIFY THAT THE FOREGOING TRANSCRIPT IS A TRUE AND  
13 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A FULL,  
14 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID  
15 CAUSE.  
16  
17  
18

19 DATED: July 12, 2019  
20  
21

22   
23 \_\_\_\_\_  
24 KAREN A. HUTCHISON, CSR #6664  
25 APPROVED COURT REPORTER PRO TEMPORE  
26

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF ORANGE )  
4  
5

6 REPORTER'S CERTIFICATE  
7  
8

9 I, KAREN A. HUTCHISON, CSR NO. 6664, APPROVED  
10 COURT REPORTER PRO TEMPORE IN AND FOR THE SUPERIOR COURT  
11 OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE, DO HEREBY  
12 CERTIFY THAT THE FOREGOING TRANSCRIPT IS A TRUE AND  
13 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A FULL,  
14 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID  
15 CAUSE.  
16  
17  
18

19 DATED: July 12, 2019  
20  
21

22   
23 KAREN A. HUTCHISON, CSR #6664  
24 APPROVED COURT REPORTER PRO TEMPORE  
25  
26

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 11/09/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Eric Yu

REPORTER/ERM: Janet (ACRPT) Taylor CSR# 9463

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72926149

**EVENT TYPE:** Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/07/2018

**APPEARANCES**

BRENDA K. RADMACHER, specially appearing for Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

PEJMAN D. KHARRAZIAN, specially appearing for Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Ex-Parte application for TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE FOR PRELIMINARY INUNCTION TO ENJOIN DISBURSEMENTS FROM PROCEEDS OF SALE OF REAL PROPERTY, OR ALTERNATIVELY, FOR AN ORDER REQUIRING GALLIAN TO DEPOSIT AT LEAST \$52,145.27 WITH THE COURT is requested by the Huntington Beach Gables Homeowners Association and Board members'.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Ex Parte application for Temporary restraining order and order to show cause for preliminary inunction to enjoin disbursements from proceeds of sale of real property, or alternatively, for an order requiring gallian to deposit at least \$52,145.27 with the court is denied without prejudice.

Ex-Parte application TO CONTINUE TRIAL is requested by Plaintiff.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

DATE: 11/09/2018  
DEPT: C33

MINUTE ORDER

Page 1  
Calendar No.

Page 91 of 214

001074

EXHIBIT 15, PAGE 279

B0432-9186 09/24/2021 11:20 PM Received by California Secretary of State

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

EX PARTE APPLICATION TO CONTINUE TRIAL is denied.

B0432-9187 09/24/2021 11:20 PM Received by California Secretary of State

DATE: 11/09/2018  
DEPT: C33

MINUTE ORDER

Page 2  
Calendar No.

Page 92 of 214

001075

EXHIBIT 15, PAGE 280



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

DEPARTMENT C33

THE HUNTINGTON BEACH GABLES	)	<b>CERTIFIED TRANSCRIPT</b>
HOMEOWNERS ASSOCIATION, A	)	
CALIFORNIA NONPROFIT MUTUAL	)	
BENEFIT CORPORATION,	)	
	)	
PLAINTIFFS,	)	
VS.	)	NO. 30-2017-00913985
	)	CU-CO-CJC
SANDRA L. BRADLEY, INDIVIDUALLY,	)	
AND AS TRUSTEE OF THE SANDRA L.	)	
BRADLEY TRUST; JAMIE L. GALLIAN,	)	
AN INDIVIDUAL; AND DOES 1 THROUGH	)	
25, INCLUSIVE,	)	
DEFENDANTS.	)	
	)	
AND RELATED CROSS-ACTION(S).	)	
	)	

HONORABLE JAMES L. CRANDALL, JUDGE PRESIDING

REPORTER'S TRANSCRIPT

FRIDAY, NOVEMBER 9, 2018

APPEARANCES OF COUNSEL:

FOR THE PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION:

EPSTEN GRINNELL & HOWELL APC  
BY: PEJMAN D. KHARRAZIAN, ESQ.

FOR THE CROSS-DEFENDANTS THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION; LEE GRAGNANO; TED PHILLIPS; LINDY BECK; JENNIFER PAULIN; JANINE JASSO; AND LORI BURRETT:

GORDON & REES SCULLY MANSUKHANI  
BY: BRENDA K. RADMACHER, ESQ.

FOR THE DEFENDANT/CROSS-COMPLAINANT JAMIE L. GALLIAN:

JAMIE L. GALLIAN  
IN PRO PER

JANET M. TAYLOR, CSR 9463, RMR, CRR  
OFFICIAL COURT REPORTER PRO TEMPORE

1           **SANTA ANA, CALIFORNIA; FRIDAY, NOVEMBER 9, 2018**

2                           **MORNING SESSION**

3                           **(PROCEEDINGS IN OPEN COURT:)**

4                                   **\* \* \***

5           **THE COURT:** LET ME CALL THE HUNTINGTON BEACH GABLES  
6 HOMEOWNERS ASSOCIATION VS. BRADLEY, ET AL., AND GALLIAN.

7           **MS. GALLIAN:** YES, YOUR HONOR. GOOD MORNING.

8           **MR. KHARRAZIAN:** GOOD MORNING, YOUR HONOR.

9           **MS. GALLIAN:** WE MADE SOME PROGRESS. I THINK WE  
10 MADE PROGRESS.

11           **THE COURT:** PARDON ME?

12           **MS. GALLIAN:** I THINK WE MADE PROGRESS. WE WERE  
13 OUT IN THE HALL TALKING.

14           **THE COURT:** OH, WONDERFUL.

15           **MR. KHARRAZIAN:** WE WERE JUST CHATTING IN THE HALL.  
16 GOOD MORNING.

17           **MS. RADMACHER:** SHOULD WE STATE OUR APPEARANCES FOR  
18 THE RECORD, YOUR HONOR?

19           **THE COURT:** PLEASE.

20           **MS. GALLIAN:** I'M SORRY. I DIDN'T ME TO INTERRUPT  
21 YOU.

22           **MS. RADMACHER:** BRENDA RADMACHER WITH GORDON & REES  
23 ON BEHALF OF THE HUNTINGTON BEACH GABLES HOMEOWNERS  
24 ASSOCIATION AND THE INDIVIDUAL BOARDS MEMBERS.

25           **THE COURT:** OKAY.

26           **MR. KHARRAZIAN:** THANK YOU.

1 PEJMAN KHARRAZIAN -- GOOD MORNING -- ON BEHALF  
2 OF THE PLAINTIFF.

3 **MS. GALLIAN:** GOOD MORNING, YOUR HONOR. JAMIE  
4 GALLIAN, DEFENDANT.

5 **THE COURT:** OKAY. WELL, I'M GLAD TO HEAR YOU'RE  
6 TALKING AND MAKING PROGRESS.

7 **MR. KHARRAZIAN:** WE'RE TRYING, YOUR HONOR. YOU  
8 KNOW, WE'RE HERE FOR TWO EX PARTES THIS MORNING. THE  
9 FIRST ONE IS TO ASK THE COURT TO CONTINUE -- WE  
10 UNDERSTAND -- LAST WEEK WE WERE IN TRIAL ON A MOTION THE  
11 1ST OF NOVEMBER. FOR THE FIRST TIME, MS. GALLIAN STATED  
12 IN OPEN COURT "I'VE SOLD THE UNIT. I'M GONE." AND SO  
13 THAT WAS NEWS TO US.

14 SO FOR THE LAST WEEK, WE'VE BEEN TRYING TO  
15 FIGURE OUT WHAT HAPPENED, YOU KNOW, WHO'S THE BUYER.  
16 THERE WAS NO ESCROW, AND THE DOCUMENT THAT WE'VE BEEN  
17 ABLE TO OBTAIN FROM THE COUNTY RECORDER SAYS THE SALE  
18 WAS FOR NO CONSIDERATION. SO THERE ARE SOME RED FLAGS.

19 WE ALSO FOUND THIS OTHER DOCUMENT THAT'S NOT --  
20 AN UNRECORDED DEED THAT HAS A DIFFERENT ENTITY ON IT.  
21 SO ALL THESE THINGS ARE CONCERNING TO US, AND WE'RE  
22 STILL DOING OUR DUE DILIGENCE TO FIND OUT IF IT'S TO A  
23 THIRD-PARTY PURCHASER FOR VALUE. AND IF THAT'S THE  
24 CASE, YOU KNOW, HALLELUJAH. I HOPE THAT'S THE CASE. I  
25 KNOW THE COURT WOULD AGREE, AND THAT WOULD BE A HUGE  
26 STEP.

1 I'VE ASKED MS. GALLIAN TO SEND ME DOCUMENTS TO  
2 SHOW THAT THAT'S THE CASE. I HAVE NOT GOTTEN A RESPONSE  
3 FROM HER. BUT IF THAT IS THE CASE, I DON'T THINK THAT  
4 GOING -- PUSHING TOWARDS TRIAL -- WE'RE A MONTH OUT FROM  
5 TRIAL -- AND GETTING INTO TRIAL PREP IS GOING TO HELP  
6 ANYONE IN THIS CASE.

7 **THE COURT:** I THINK ALL SIDES ARE READY FOR TRIAL  
8 BECAUSE YOU'VE BEEN IN HERE EVERY WEEK SINCE THE CASE  
9 WAS FILED.

10 **MS. GALLIAN:** I AGREE.

11 **MR. KHARRAZIAN:** WELL, WE CAN CERTAINLY PUSH AND --  
12 AND -- YES. I DON'T DISAGREE WITH THAT, YOUR HONOR.  
13 BUT IS THAT THE RIGHT MOVE HERE WHERE THERE'S TWO LIGHTS  
14 AT THE END OF THE TUNNEL POTENTIALLY THAT WOULD  
15 ALLEVIATE THE NEED FOR A TRIAL ALTOGETHER?

16 **THE COURT:** WELL, HERE'S MY CONCERN. IT'S CLEAR TO  
17 ME, NOT ONLY BASED ON MY EXPERIENCE AS A LAWYER BUT MORE  
18 SO SINCE I'VE BEEN ON THE BENCH, THAT WHEN YOU HAVE A  
19 TRIAL DATE, THAT MAKES PEOPLE MAKE THEIR BEST, FINAL,  
20 AND LAST OFFER. WHEN I CONTINUE THE TRIALS, SETTLEMENTS  
21 FALL APART BECAUSE PARTIES KEEP --

22 **MS. GALLIAN:** I AGREE.

23 **THE COURT:** SO I -- I THINK IF WE KNOW THAT THIS  
24 CASE IS GOING TO GO TO TRIAL, IT'S GOING TO MAKE BOTH  
25 SIDES SAY, "OKAY. HERE'S MY FINAL-FINAL POSITION, MY  
26 FINAL OFFER."

1 SO I THINK IT'S WONDERFUL THAT YOU'RE TALKING.  
2 I'VE MADE SOME HARD RULINGS IN THE CASE. AND SO I'M --  
3 I THINK BOTH SIDES KNOW WHEN THE TRIAL DATE COMES, IT'S  
4 TIME TO PUT UP OR SHUT UP.

5 **MR. KHARRAZIAN:** I AGREE, YOUR HONOR. AND LET ME  
6 JUST KIND OF GO THROUGH SOMETHING REAL QUICK WITH THE  
7 COURT.

8 OUR COMPLAINT THAT WE FILED INITIALLY WAS A  
9 VERY SIMPLE COMPLAINT. IT ASKED FOR TWO THINGS:

10 ONE, MS. GALLIAN CORRECT VARIOUS ARCHITECTURAL  
11 VIOLATIONS WITH THE UNIT THAT SHE, I GUESS, USED TO OWN,  
12 FIXING ENCROACHMENTS INTO THE COMMON AREA, THE PATIO  
13 COVER THAT WAS NOT APPROVABLE AND AGAINST THE RULES,  
14 ET CETERA, AND -- (INDISCERNIBLE).

15 **THE COURT:** A COUPLE LITTLE THINGS THAT VIOLATED  
16 THE CC&RS AND WHERE HER PROPERTY ENCROACHED ONTO THE  
17 COMMON AREAS --

18 **MR. KHARRAZIAN:** CORRECT.

19 **THE COURT:** -- OR DIDN'T COMPLY WITH SOME OF THE  
20 ARCHITECTURAL GUIDELINES.

21 **MR. KHARRAZIAN:** CORRECT.

22 **MS. GALLIAN:** AND AS THE COURT HAS BEEN TOLD MANY  
23 TIMES, THOSE ITEMS HAVE BEEN IN PLACE THERE FOR THREE  
24 YEARS PRIOR TO THE GIFT.

25 **THE COURT:** NO. I'M JUST SAYING WHAT THE ISSUES  
26 ARE.

1           **MS. GALLIAN:** RIGHT.

2           **MR. KHARRAZIAN:** LET ME -- LET ME --

3           **MS. GALLIAN:** PRIOR TO THE GIFT, SO THEY'RE NOT MY  
4 RESPONSIBILITY.

5           **MR. KHARRAZIAN:** SO THAT'S THE FIRST CAUSE OF  
6 ACTION. SECOND CAUSE OF ACTION IS FOR NUISANCE.

7                       SO IF MS. GALLIAN HAS SOLD THE UNIT TO A THIRD  
8 PARTY FOR VALUE, THERE'S REALLY NOTHING LEFT TO TRY IN  
9 THE CASE.

10          **MS. GALLIAN:** I AGREE.

11          **MR. KHARRAZIAN:** THE -- SHE NO LONGER WOULD HAVE  
12 THE ABILITY TO FIX THE VIOLATIONS BECAUSE SHE'S MOVED.  
13 SHE'S NO LONGER ABLE TO BE A NUISANCE, SO IT WOULD BE  
14 TRESPASS. IT WOULD BE A DIFFERENT CAUSE OF ACTION.

15          **THE COURT:** AND BECAUSE OF THAT, THERE'S NOT A  
16 WHOLE BUNCH OF TRIAL PREP THAT'S REQUIRED.

17          **MS. GALLIAN:** CORRECT.

18          **MR. KHARRAZIAN:** NO.

19          **THE COURT:** SO I JUST WANT TO KEEP THE TRIAL DATE  
20 ON TO MAKE SURE THE PARTIES GET TO THE FINAL-FINAL POINT  
21 OF A SIGNED, SEALED, AND DELIVERED SETTLEMENT.

22          **MR. KHARRAZIAN:** THAT SOUNDS GREAT. AND IF WE  
23 DON'T GET THERE, YOUR HONOR, WE BELIEVE THAT THIS --  
24 THIS WHOLE CASE CAN BE RESOLVED BY MOTION. SO WE'LL  
25 FILE THAT MOTION PRIOR TO TRIAL AND, I GUESS, SEEK AN  
26 ORDER SHORTENING TIME SO THAT --



1           **MS. GALLIAN:** I THINK THE PART THAT HE'S NOT  
2           TELLING THE COURT, YOUR HONOR, IS THAT WHEN I ASKED THEM  
3           TO STEP OUTSIDE, THAT IF THIS COULD NOT BE RESOLVED,  
4           THAT I MAKE A MOTION TO MOVE IT TO FEDERAL COURT.

5                   AND WE HAVE TALKED ABOUT THAT WITH YOU BEFORE,  
6           AND YOU SAID YOU WOULD BE GLAD TO MOVE IT TO FEDERAL  
7           COURT.

8           **THE COURT:** WELL, WAIT. IT'S NOT A MOTION TO ME TO  
9           REMOVE IT TO FEDERAL COURT. THAT'S -- YOU KNOW, YOU  
10          REMOVE IT TO FEDERAL COURT --

11          **MS. GALLIAN:** YES, SIR.

12          **THE COURT:** -- AND THEY MIGHT SEND IT BACK.

13          **MS. GALLIAN:** CORRECT. ABSOLUTELY. I THINK IT'S A  
14          LOT OF CIVIL RIGHTS.

15          **THE COURT:** OKAY. BUT -- OKAY. LET'S --

16          **MS. GALLIAN:** AND I DON'T WANT TO GO THERE. THAT'S  
17          WHY I SAID, YOU KNOW THEY'RE -- THEY'RE, LIKE, "OKAY.  
18          WHAT'S YOUR FINAL OFFER?"

19                   I TOLD THEM, AND THEN WE WERE CALLED IN HERE.  
20          AND NOW WE'RE BACK -- I FEEL THIS TENSION AGAIN. AND  
21          IT'S LIKE I'VE MADE THEM AN OFFER, YOU KNOW, AND -- AND  
22          IT'S LIKE -- YOU KNOW, NOW HE'S TALKING ABOUT "WELL,  
23          WE'RE GOING TO FILE THIS MOTION. AND WE'RE" --

24                   OKAY. NO. JUST BE DONE WITH IT.

25          **MR. KHARRAZIAN:** THE SALE HAS BEEN THE LINCHPIN OF  
26          ALL OF OUR SETTLEMENT NEGOTIATIONS --

1           **MS. GALLIAN:** AND IT'S DONE.

2           **MR. KHARRAZIAN:** -- AND YOU KNOW THAT, YOUR HONOR.

3 IF SHE -- I DON'T KNOW WHY SHE WON'T DEMONSTRATE THAT  
4 THIS IS A BONA FIDE --

5           **MS. GALLIAN:** IT'S NOT UP TO ME. IT'S --

6           **MR. KHARRAZIAN:** -- SALE.

7           **THE REPORTER:** YOUR HONOR, THERE ARE TOO MANY  
8 SPEAKING AT ONE TIME.

9           **THE COURT:** MS. GALLIAN, HE'S JUST STATING HIS  
10 POSITION.

11           **MS. GALLIAN:** OKAY. THEN I'LL STATE MINE.

12           **THE COURT:** AND -- AND HE HAS A RIGHT TO SAY HIS  
13 POSITION, AND THEN I'LL LET YOU SAY SOMETHING TOO.

14           **MS. GALLIAN:** YES, SIR.

15           **MR. KHARRAZIAN:** THANK YOU, YOUR HONOR.

16 IF MS. GALLIAN CAN DEMONSTRATE THAT THIS IS A,  
17 YOU KNOW, RIGHTEOUS SALE TO A BONA FIDE THIRD PARTY,  
18 WONDERFUL. I THINK WE'RE MORE THAN HALFWAY THERE.

19 AND MS. GALLIAN WAS, YOU KNOW, AGAIN, YOU KNOW,  
20 FIFTEEN, FIVE, ZERO, FIVE, FIFTEEN, THE SETTLEMENT  
21 OFFERS. WHERE IS SHE TODAY? I DON'T KNOW. BUT SHOW US  
22 THAT THE SALE IS -- IS LEGIT AND WHAT'S HER OFFER, AND I  
23 WILL BE -- I WILL SELL IT TO MY CLIENTS AS BEST AS I  
24 CAN, YOUR HONOR.

25           **THE COURT:** OKAY. ALL RIGHT. OKAY. BUT I THINK  
26 IT'S IMPORTANT THAT YOU CAN CONTINUE TALKING, SO I'M

1 DENYING THE MOTION TO CONTINUE.

2 NOW, THE MORE COMPLICATED MOTION IS YOUR OTHER  
3 MOTION. YOU WANT A TEMPORARY RESTRAINING ORDER AND A  
4 PRELIMINARY INJUNCTION TO KEEP HER FROM SPENDING THE  
5 MONEY ON THE UNIT. YOU WANT THE COURT TO LOCK THAT UP  
6 UNTIL EVERYTHING IS RESOLVED BECAUSE YOU HAVE A JUDGMENT  
7 FOR ATTORNEY'S FEES.

8 **MR. KHARRAZIAN:** THAT'S RIGHT, YOUR HONOR. AND --

9 **MS. RADMACHER:** THAT'S CORRECT, YOUR HONOR.

10 **MR. KHARRAZIAN:** -- I'LL LET MS. RADMACHER ADDRESS  
11 THAT.

12 **THE COURT:** GO AHEAD.

13 **MS. RADMACHER:** YOUR HONOR --

14 **THE COURT:** I WONDER --

15 **MS. RADMACHER:** YES.

16 **THE COURT:** -- WHY -- WHY IS IT A TEMPORARY  
17 RESTRAINING ORDER AND PRELIMINARY INJUNCTION? BECAUSE,  
18 YOU KNOW, I HAVE TO FIND TO GRANT THAT, ONE, THAT THERE  
19 IS AN EXIGENT CIRCUMSTANCE, AND, TWO, THAT YOU'RE LIKELY  
20 TO PREVAIL ON THE MERITS.

21 AND THE TROUBLE IS IF WE DO END UP IN TRIAL,  
22 YOU KNOW, MS. GALLIAN, HER CASE GOES BACK TO THE  
23 FOUNDATION DOCUMENTS OF YOUR WHOLE HOMEOWNERS  
24 ASSOCIATION, CLAIMING THAT THE FOUNDATION DOCUMENTS ARE  
25 INACCURATE, THAT THE BOARD ISN'T AUTHORIZED TO ACT ON  
26 BEHALF OF THE ASSOCIATION, THAT THE PRESENT BOARD IS NOT

1 PROPERLY CONSTITUTED, THAT THE ELECTION WAS RIGGED, AND  
2 THAT THERE WAS ALL KINDS OF SUBSTANTIVE PROBLEMS WITH  
3 THE ORGANIZATION OF THE ASSOCIATION EVEN, NOT ONLY THE  
4 FACTS OF THE CASE WHICH SHE DISPUTES.

5 SO IT SEEMS TO ME THAT THERE'S SO MANY BALLS UP  
6 IN THE AIR HERE AND THERE ARE SO MANY LEGAL ISSUES THAT  
7 I CAN'T SAY AT THIS POINT IN TIME THAT IT'S A SLAM-DUNK  
8 THAT YOU'RE LIKELY TO WIN, AND, THEREFORE, I'VE GOT TO  
9 HOLD SOME OF HER MONEY.

10 **MR. KHARRAZIAN:** WELL, YOUR HONOR, THIS COURT HAS  
11 ALREADY GRANTED A TRO AND A PRELIMINARY INJUNCTION IN  
12 THIS MATTER AND HAS MADE THAT DETERMINATION. IT'S IN  
13 THE RECORD THAT THE COURT BELIEVES THAT THERE IS A  
14 LIKELIHOOD OF THE PLAINTIFF PREVAILING ON THE MERITS,  
15 AND THERE'S A PRELIMINARY INJUNCTION THAT'S IN PLACE  
16 CURRENTLY BECAUSE OF THAT.

17 **MS. RADMACHER:** THE OTHER THING, YOUR HONOR, I'D  
18 ADD AND -- IS WITH REGARDS TO THAT IS WE HAVE TWO ORDERS  
19 FROM THIS COURT AWARDING SANCTIONS AND AWARDING  
20 ATTORNEY'S FEES IN FAVOR OF OUR CLIENTS.

21 **THE COURT:** I'M FAMILIAR WITH THOSE.

22 **MS. RADMACHER:** AND THOSE -- AS YOU KNOW, WE WERE  
23 HERE YESTERDAY.

24 **THE COURT:** YEAH.

25 **MS. RADMACHER:** AND AS THOSE WILL BE REDUCED TO  
26 JUDGMENTS, THERE IS AN EXIGENT CONSIDERATION AT THIS

1 TIME TO ENSURE THAT THE PROCEEDS FROM THE SALE, ASSUMING  
2 IT'S TO A BONA FIDE THIRD-PARTY PURCHASER, ARE  
3 MAINTAINED. BECAUSE NORMALLY THIS TYPE OF A TRANSACTION  
4 WOULD HAVE BEEN DONE THROUGH ESCROW IN ADDITION TO --

5 **MS. GALLIAN:** AND ESCROW WAS NOTIFIED. YOU JUST  
6 DIDN'T DO IT.

7 **THE COURT:** OKAY. MS. GALLIAN --

8 **MS. GALLIAN:** I'M SORRY.

9 **THE COURT:** YEAH. YOU CAN'T INTERRUPT.

10 **MS. GALLIAN:** YES, SIR.

11 **THE COURT:** AND NOW YOU HEARD THE COURT'S  
12 PRELIMINARY COMMENTS ON THIS, WHICH WAS NOT IN FAVOR OF  
13 GRANTING THE TEMPORARY RESTRAINING ORDER. SO --

14 **MS. GALLIAN:** I STEP BACK.

15 **THE COURT:** -- WHY WOULD YOU TRY TO SNATCH DEFEAT  
16 FROM THE JAWS OF VICTORY BY SPEAKING OUT OF TURN?

17 **MS. GALLIAN:** I APOLOGIZE FOR THAT, YOUR HONOR.

18 **THE COURT:** OKAY. GO AHEAD.

19 **MS. RADMACHER:** THANK YOU, YOUR HONOR.

20 SO AT A MINIMUM IN THAT REGARD, WE HAVE  
21 APPROXIMATELY \$49,208 EXACTLY BASED ON YOUR ORDER  
22 YESTERDAY THAT HAS BEEN AWARDED, THAT WE WOULD ASK THAT,  
23 AT A MINIMUM, THOSE AMOUNTS WOULD BE CONSIDERED AS WE  
24 HAVE -- WE HAVE PREVAILED.

25 THE OTHER ISSUES, MAYBE NOT. AND SO WE HAVE  
26 ASKED AND LIMITED OUR PAPERS TO ASK AT A MINIMUM THAT

1 THAT AMOUNT BE THE AMOUNT THAT WOULD BE ORDERED TO BE  
2 CONSIDERED AS EITHER TO BE DEPOSITED WITH THE COURT OR  
3 TO BE AN INJUNCTION TO PREVENT THOSE FROM BEING USED.

4 **THE COURT:** YEAH. NO, I UNDERSTAND YOUR POINT. IN  
5 A STANDARD KIND OF CASE, I MAY BE INCLINED TO DO THAT.  
6 BUT HERE EVERY TIME WE HEAR FROM MS. GALLIAN, SHE DOES  
7 HAVE NEW THEORIES. SHE DOES HAVE NEW ARGUMENTS.

8 AND BRINGING UP ARGUMENTS REGARDING THE  
9 IMPROPER CONSTITUTION OF THE BOARD THAT JUST I HEARD  
10 YESTERDAY, I CAN'T SAY THAT YOU NOW HAVE -- STILL HAVE A  
11 SLAM-DUNK ON THE TRIAL. SO I'M GOING TO DENY THE TRO.

12 **MR. KHARRAZIAN:** WELL, YOUR HONOR, IF I MAY, BEFORE  
13 YOU MAKE THE FINAL RULING --

14 **THE COURT:** OKAY. WAIT A SECOND.

15 **MR. KHARRAZIAN:** SURE.

16 **THE COURT:** YOU MAY SPEAK ALL YOU WANT.

17 **MR. KHARRAZIAN:** THANK YOU, YOUR HONOR.

18 **THE COURT:** I'M NOT GOING TO MAKE A FINAL RULING.

19 GO AHEAD.

20 **MR. KHARRAZIAN:** I MEAN LET'S LOOK AT THIS. WE'VE  
21 BEEN IMPLORING MS. GALLIAN TO SELL THIS UNIT, AND THAT'S  
22 BEEN PART OF OUR SETTLEMENT DISCUSSIONS FOR MONTHS,  
23 CLOSE TO A YEAR, YOUR HONOR.

24 ON THE EVE OF MS. RADMACHER'S MOTION FOR  
25 ATTORNEY'S FEES WHERE SHE FINALLY REALIZES THERE'S GOING  
26 TO BE POSSIBLY A JUDGMENT AGAINST HER, SHE ALL OF A

1 SUDDEN SELLS THE UNIT OVERNIGHT OUT OF ESCROW, UNDER  
2 SUSPICIOUS CIRCUMSTANCES, AND IT'S A QUITCLAIM DEED. SO  
3 I MEAN WHAT DOES THAT TELL THE COURT, YOUR HONOR, AS FAR  
4 AS WHAT THE MOTIVES ARE FOR THIS SALE?

5 **THE COURT:** IT TELLS THE COURT THAT YOU FINALLY,  
6 THROUGH YOUR INCESSANT MOTIONS AND OVERLY AGGRESSIVE  
7 PRESENTATION OF YOUR CASE, DROVE HER INTO SUBMISSION,  
8 AND SHE GAVE UP. AND NOW YOU'RE IN HERE TO HAVE THE  
9 COURT ALLOW YOU TO KICK HER A COUPLE TIMES WHILE SHE'S  
10 DOWN. AND I TOLD YOU THAT YESTERDAY THIS IS NOT VERY  
11 TASTEFUL TO THE COURT, THESE MOTIONS.

12 I WANTED THE PARTIES TO TRY TO RESOLVE THEIR  
13 DIFFERENCES. I TOLD HER SIX MONTHS AGO THE BEST THING  
14 TO DO WOULD BE TO MOVE OUT. SHE HASN'T MADE THE BEST  
15 DECISIONS FOR HERSELF, AND NOW SHE'S UNDER SOME SEVERE  
16 FINANCIAL PUNISHMENT BY WAY OF JUDGMENTS AND COST BILLS.

17 BUT I DON'T SEE WHY AT THIS POINT IN TIME I  
18 CAN'T ALLOW THE PARTIES TO CONTINUE TO DISCUSS A  
19 POTENTIAL RESOLUTION AMONG YOURSELVES WITHOUT THE COURT  
20 ENTERING A TEMPORARY RESTRAINING ORDER AND AN  
21 INJUNCTION.

22 I TOLD YOU WHEN I GRANTED THE MOTION FOR COSTS  
23 THAT THIS IS ANOTHER ARROW IN YOUR QUIVER, ANOTHER CHIP  
24 THAT YOU HAVE ON YOUR SIDE OF THE TABLE FOR  
25 NEGOTIATIONS. BUT ALTHOUGH WE'VE HAD TWO SETTLEMENT  
26 AGREEMENTS THAT HAVE BOTH BROKEN DOWN, I DON'T WANT TO



1 GIVE UP ON IT. SO --

2 **MS. RADMACHER:** AND I AGREE, YOUR HONOR. I THINK  
3 THE ISSUE IS THAT WE'RE ALL WORKING TO TRY TO GET THERE.  
4 AND FROM MY CLIENTS' PERSPECTIVE, THEY HAVE SUBSTANTIAL  
5 CONCERNS THAT IF -- WITHOUT THE EQUITY OF THE  
6 RESTRAINING ORDER FOR THESE AMOUNTS OF FUNDS, AT LEAST  
7 THE LIMITED FUNDS, THAT PRESSURE IS ALSO ALLEVIATED.

8 BECAUSE THEN THE FUNDS MAY BE DISBURSED AND  
9 UTILIZED, AND THEN THERE'S NO RECOVERY FOR THOSE FEES.  
10 AND THAT ACTUALLY TAKES AWAY ANY LEVERAGE FOR SETTLEMENT  
11 DISCUSSIONS BECAUSE IT'S SORT OF AN EMPTY PIECE OF PAPER  
12 AT THAT POINT.

13 **THE COURT:** THE LEVERAGE FOR SETTLEMENT DISCUSSIONS  
14 IS THAT I GRANTED THE COSTS. I GRANTED THE ATTORNEY'S  
15 FEES. AND IF SOMETHING DOESN'T GET RESOLVED IN  
16 SETTLEMENT -- BECAUSE REMEMBER THE ORIGINAL SETTLEMENT,  
17 THEY WERE WAIVED. MS. GALLIAN WOULDN'T HAVE TO PAY FOR  
18 THEM. SHE DIDN'T GO THROUGH THE SETTLEMENT. NOW YOU'VE  
19 GOT THOSE JUDGMENTS. SO NOW THAT'S SOMETHING EITHER SHE  
20 CAN BARGAIN AWAY OR PAY. BUT I THINK SHE REALIZES  
21 THAT'S A PRETTY BIG ROCK HANGING OVER HER HEAD.

22 SO -- BUT I DON'T THINK I CAN SAY RIGHT NOW I'M  
23 GOING TO GRANT A TEMPORARY RESTRAINING ORDER AND A  
24 PRELIMINARY INJUNCTION BECAUSE IF EVERYTHING FALLS  
25 APART, WE'LL HAVE A TRIAL.

26 NOW, WHETHER SHE HAS A LAWYER OR DOES IT

1 HERSELF, I KNOW YOU'RE HOPING LIKE I DO SHE HAS A LAWYER  
2 BECAUSE --

3 **MR. KHARRAZIAN:** YES, YOUR HONOR.

4 **THE COURT:** -- SHE SAYS MORE THINGS THAN THE  
5 LAWYERS DO. BUT IT MIGHT BE AN EXTENDED TRIAL. IT MAY  
6 HAVE SOME BROAD ISSUES.

7 **MR. KHARRAZIAN:** THAT'S WHAT'S CONCERNING.

8 **THE COURT:** AND I'LL HAVE TO MAKE SOME HARD RULINGS  
9 THERE TO -- TO MAKE SURE THAT EVIDENCE ON BOTH SIDES IS  
10 PROPERLY FOCUSED. BUT I THINK THERE'S STILL AN OPEN  
11 ISSUE AS TO WHO WINS ON WHAT ISSUES.

12 SO I'M HOPING YOU WILL TALK, BUT I DON'T SEE A  
13 BASIS RIGHT NOW TO GRANT A PRELIMINARY INJUNCTION. IF  
14 YOU WANT TO MAKE A MOTION -- A NOTICED MOTION THAT SHE  
15 CAN RESPOND TO, PUT IT ON CALENDAR.

16 I'M NOT GOING TO SAY I WOULDN'T GRANT A NOTICED  
17 MOTION AFTER SHE RESPONDS. I JUST DON'T THINK THERE'S,  
18 ONE, THE EXIGENT CIRCUMSTANCE, AND, TWO, THAT THERE'S  
19 CLEAR EVIDENCE THAT YOU'RE LIKELY TO PREVAIL ON THE  
20 WHOLE CASE.

21 **MS. RADMACHER:** I UNDERSTAND. THANK YOU, YOUR  
22 HONOR.

23 **THE COURT:** OKAY. SO KEEP TALKING. I'M GLAD  
24 YOU'RE BOTH HERE. WE HAVE -- WE HAVE A LITTLE  
25 CONFERENCE ROOM.

26 WHY DON'T WE OPEN THIS CONFERENCE ROOM FOR THEM

1 SO THEY DON'T TALK IN THE HALLWAY.

2 OUT IN THE HALLWAY? IS SOMEONE USING THAT?

3 **COURTROOM ATTENDANT:** THEY MIGHT BE FOR A  
4 SETTLEMENT CONFERENCE.

5 **THE COURT:** OKAY. IF NOT --

6 **MR. KHARRAZIAN:** THE HALL IS FINE, YOUR HONOR. IT  
7 MIGHT BE BETTER IN THE HALLWAY, ANYWAYS.

8 (DISCUSSION WITH THE COURTROOM ATTENDANT)

9 **MS. RADMACHER:** BEFORE WE DEPART, SO THE RECORD'S  
10 CLEAR, SO THE MOTION FOR OUR TEMPORARY RESTRAINING ORDER  
11 IS DENIED.

12 **THE COURT:** WITHOUT PREJUDICE.

13 **MS. RADMACHER:** THANK YOU, YOUR HONOR.

14 **THE COURT:** DENIED WITHOUT PREJUDICE TO A NOTICED  
15 MOTION.

16 **MS. GALLIAN:** YES, YOUR HONOR. CAN I MAKE A  
17 REQUEST TO MOVE UP A SHORTENED TIME FOR THE DECEMBER 6  
18 DECISION FOR THE MOTION FOR JUDGMENT ON THE PLEADINGS?

19 **THE COURT:** OH, YOU WANT TO MOVE IT UP?

20 **MS. GALLIAN:** IT JUST SEEMS LIKE IT'S ONLY FOUR  
21 DAYS AWAY FROM TRIAL, AND IT WOULD JUST SEEM THAT --

22 **MR. KHARRAZIAN:** YOUR HONOR, I'LL OBJECT TO THAT.  
23 THAT'S NOT WHY WE'RE HERE TODAY. AND THERE WAS ALREADY  
24 A MOTION TO SHORTEN TIME, AND THAT WAS THE DATE WE  
25 SELECTED. THE -- THE --

26 **MS. GALLIAN:** NO, IT WASN'T.

1           **MR. KHARRAZIAN:** -- MOTION WAS SET FOR JANUARY  
2           INITIALLY.

3           **THE COURT:** YEAH, I KNOW. AND, BY THE WAY, THESE  
4           ARE COMPLICATED LEGAL ISSUES. THEY ALL GO THROUGH MY  
5           LEGAL RESEARCH TEAM BEFORE IT GETS TO ME TO MAKE THE  
6           FINAL DECISION. AND MY LEGAL RESEARCH TEAM, AS WE'RE  
7           GETTING TOWARD THE HOLIDAYS, IS BACKED UP.

8           **MS. GALLIAN:** OKAY.

9           **THE COURT:** I CAN'T DO IT.

10          **MS. GALLIAN:** DECEMBER 6 IS FINE. THANK YOU FOR  
11          YOUR TIME.

12          **THE COURT:** ALL RIGHT. BUT EVERYBODY THINKS THEY  
13          HAVE A PATH TO VICTORY HERE.

14          **MS. GALLIAN:** NO, THERE'S NO VICTORY.

15          **THE COURT:** BUT THERE ARE A NUMBER OF ROADBLOCKS IN  
16          FRONT -- THAT COULD BE PUT UP IN FRONT OF BOTH SIDES,  
17          AND THAT'S WHY IT'S PROBABLY BEST THAT YOU RESOLVE THE  
18          ISSUES.

19          **MS. GALLIAN:** I AGREE. THANK YOU, YOUR HONOR.

20          **THE COURT:** OKAY.

21          **MS. RADMACHER:** THANK YOU, YOUR HONOR.

22          **THE COURT:** YOU'RE WELCOME.

23          **MR. KHARRAZIAN:** THANK YOU.

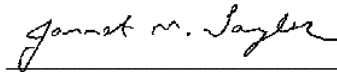
24                   **(END OF PROCEEDINGS ON THIS MATTER)**  
25  
26

REPORTER'S CERTIFICATE

I, JANET M. TAYLOR, CSR 9463, RMR, CRR,  
OFFICIAL COURT REPORTER PRO TEMPORE, IN AND FOR THE  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF  
ORANGE, DO HEREBY CERTIFY THAT THE FOREGOING TRANSCRIPT,  
CONSISTING OF PAGES 1 THROUGH 16, INCLUSIVE, IS A TRUE  
AND CORRECT TRANSCRIPT OF MY SHORTHAND NOTES AND IS A  
FULL, TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD  
IN SAID CAUSE.

DATED: NOVEMBER 13, 2018

(ELECTRONIC SIGNATURE:)



JANET M. TAYLOR  
CERTIFIED SHORTHAND REPORTER  
CERTIFICATE NUMBER 9463

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 11/16/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Darci Mullarky CSR# 5569

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

---

EVENT ID/DOCUMENT ID: 72930711

**EVENT TYPE:** Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/15/2018

---

**APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Steven A. Fink, Esq. in a limited scope representation.

---

EX PARTE APPLICATION BY PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION FOR ORDER SHORTENING TIME RE (1) MOTION TO BE DEEMED PREVAILING PARTY AND (2) MOTION TO COMPEL AND FOR TERMINATING SANCTIONS AGAINST JAMIE L. GALLIAN; AND FOR A STAY OF THE ACTION

Hearing held in open court. A discussion is held regarding the status of this matter and the court rules as follows:

The Application by Plaintiff for an Order Shortening Time is granted.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

---

DATE: 11/16/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

EX PARTE APPLICATION TO CONTINUE TRIAL is denied.

B0432-9207 09/24/2021 11:20 PM Received by California Secretary of State

DATE: 11/09/2018  
DEPT: C33

MINUTE ORDER

Page 2  
Calendar No.

Page 112 of 214

001095

EXHIBIT 15, PAGE 300



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER  
DEPARTMENT C33

HUNTINGTON BEACH GABLES )  
HOMEOWNERS ASSOCIATION, )  
 )  
PLAINTIFF, )  
 )  
VS. ) CASE NO. 30-2017-00913985  
 )  
SANDRA BRADLEY, ET AL., )  
 )  
DEFENDANTS. )  
\_\_\_\_\_ )

THE HONORABLE JAMES L. CRANDALL, JUDGE PRESIDING  
REPORTER'S TRANSCRIPT OF PROCEEDINGS ON APPEAL  
FRIDAY, NOVEMBER 16, 2018

APPEARANCES OF COUNSEL:

FOR PLAINTIFF: EPSTEN GRINNELL & HOWELL  
BY: PEJMAN D. KHARRAZIAN, ESQ.

FOR DEFENDANT: LAW OFFICES OF STEVEN FINK  
BY: STEVEN A. FINK, ESQ.  
(APPEARING IN A LIMITED SCOPE)  
AND  
BY: JAMIE GALLIAN  
IN PROPRIA PERSONA

DARCI MULLARKY, CSR #5569  
COURT REPORTER

1 SANTA ANA, CALIFORNIA - FRIDAY, NOVEMBER 16, 2018

2 MORNING SESSION

3 \* \* \* \* \*

4  
5 (WHEREUPON, THE FOLLOWING PROCEEDINGS WERE HELD IN  
6 OPEN COURT:)

7 THE COURT: I AM ON NUMBER 10, THE HUNTINGTON BEACH  
8 GABLES VERSUS SANDRA BRADLEY.

9 OKAY. LET'S CALL THE HUNTINGTON BEACH HOMEOWNERS'  
10 ASSOCIATION.

11 MR. KHARRAZIAN: GOOD MORNING, YOUR HONOR. PEJMAN  
12 KHARRAZIAN ON BEHALF OF THE PLAINTIFF HOMEOWNERS'  
13 ASSOCIATION.

14 THE COURT: GOOD MORNING.

15 MR. FINK: ~~GOOD MORNING,~~ YOUR HONOR. STEVEN FINK  
16 APPEARING IN A LIMITED SCOPE REPRESENTATION FOR JAMIE  
17 GALLIAN.

18 THE COURT: GOOD MORNING. GLAD TO SEE YOU AGAIN.

19 MS. GALLIAN: GOOD MORNING, YOUR HONOR.

20 THE COURT: GOOD MORNING.

21 SO THIS IS AN ORDER TO SHORTEN TIME ON TWO MOTIONS  
22 THAT ARE RESERVED FOR JANUARY 17TH.

23 MR. KHARRAZIAN: THAT'S CORRECT.

24 THE COURT: OKAY. WHAT'S THE RUSH NOW YOU ARE  
25 SAYING? YOU WANT TO GET --

26 MR. KHARRAZIAN: WE HAVE A TRIAL DATE

1 DECEMBER 10TH, YOUR HONOR, AND --

2 THE COURT: YOU WANT THE MOTIONS HEARD BEFORE THE  
3 TRIAL?

4 MR. KHARRAZIAN: THAT WOULD BE GREAT.

5 THE COURT: WHY DON'T WE SET THEM FOR  
6 DECEMBER 10TH?

7 MR. KHARRAZIAN: WE COULD. YOU KNOW, AS THE PAPERS  
8 SET FORTH, THERE'S BEEN SOME BIG DEVELOPMENTS IN THE CASE.

9 THE COURT: YES.

10 MR. KHARRAZIAN: WE'VE BEEN IN TOUCH WITH THIS NEW  
11 OWNER WHO HAS ESSENTIALLY FIXED ALL OF THE ISSUES WITH THE  
12 PROPERTY.

13 THE COURT: YES.

14 MR. KHARRAZIAN: AND SO IT APPEARS THE TRIAL IS  
15 MOOT AT THIS POINT, YOUR HONOR.

16 THE COURT: I WAS HOPING THAT. I HEARD THERE WAS  
17 BIG PROGRESS MADE LAST WEEK.

18 MR. KHARRAZIAN: WELL, WE DID. WE SAT DOWN FOR  
19 AWHILE IN THE CAFETERIA, MR. IRON AND MR. FINK, AND I TALKED  
20 OUT IN THE HALL, SO A SEPARATE COURSE PATH TO SETTLEMENT IS  
21 STILL BEING DISCUSSED IN LIGHT OF WHAT'S HAPPENED.

22 THE COURT: YES.

23 MR. KHARRAZIAN: IT IS A MUCH SIMPLER DISCUSSION TO  
24 BE HAD.

25 THE COURT: YES. SO I THINK WE JUST SET EVERYTHING  
26 FOR DECEMBER 10TH. HOPEFULLY BY THEN ALL THE ISSUES WILL BE

1 RESOLVED.

2 MR. KHARRAZIAN: THE PROBLEM, YOUR HONOR, IS IF THE  
3 TRIAL IS MOOT, AND WE HAVE A TRIAL DATE DECEMBER 10TH --

4 THE COURT: YES.

5 MR. KHARRAZIAN: -- WE'RE GOING TO BE SPENDING  
6 TIME, MONEY, EFFORTS TOWARDS TRIAL PREP, AND I DON'T KNOW  
7 THAT THAT'S PRODUCTIVE FOR THIS CASE, YOUR HONOR. I KNOW  
8 THE LAST TIME YOU SAID, OF COURSE, THE TRIAL DATE IS HANGING  
9 OVER EVERYONE'S HEAD HELPS WITH SETTLEMENT DISCUSSIONS, AND  
10 I COMPLETELY AGREE WITH THAT, BUT, YOU KNOW, THERE'S BEEN  
11 ENOUGH ATTORNEY'S FEES AND COSTS INCURRED IN THIS CASE, AND  
12 TO HAVE TO PREP FOR TRIAL WHEN THE TRIAL IS WELL LIKELY MOOT  
13 IN LIGHT OF WHAT THE DECLARATION SAYS.

14 THE COURT: A LOT LESS PREP IS NEEDED.

15 MR. KHARRAZIAN: AGREED. BUT SHOULDN'T THE MOTION  
16 BE HEARD WITHOUT US CHARGING TOWARDS TRIAL PREP IN PROBABLY  
17 THE NEXT COUPLE OF WEEKS?

18 THE COURT: I DON'T KNOW WHY YOU HAVE TO CHARGE  
19 TOWARD TRIAL PREP.

20 MR. KHARRAZIAN: WELL --

21 THE COURT: YOU'VE BEEN HERE TWICE A WEEK FOR A  
22 YEAR. EVERYONE KNOWS THE CASE. I COULD TRY THIS CASE FOR  
23 EITHER SIDE. I KNOW BOTH SIDE'S POSITION.

24 MR. KHARRAZIAN: WE'RE ASKING TO STAY THE CASE FOR  
25 THESE MOTIONS TO BE HEARD SO THAT WE'RE NOT IN HERE ANYMORE  
26 ON ANYTHING.

1 THE COURT: NO. I WOULD RATHER HAVE THE CASE BE  
2 FINALLY RESOLVED. WE'VE HAD TWO SETTLEMENTS I THOUGHT THAT  
3 FELL APART. EITHER SETTLE THE CASE OR TRY THE CASE. I'LL  
4 HEAR YOUR MOTIONS ON THE DAY OF TRIAL, DECEMBER 10TH. SO  
5 I'LL GRANT YOUR MOTION TO SHORTEN TIME FROM JANUARY 17TH.  
6 THE MOTIONS WILL BE SCHEDULED FOR MONDAY, DECEMBER 10TH, AND  
7 WE'LL HEAR THEM THEN IF WE HAVE TO HEAR THEM; OKAY?

8 MR. KHARRAZIAN: OKAY.

9 THE COURT: AT THAT TIME WE'LL HOPEFULLY JUST TIE  
10 UP WHATEVER LOOSE ENDS REMAIN AND GET THE SETTLEMENT  
11 FINISHED.

12 MR. KHARRAZIAN: WE HOPE SO, YOUR HONOR.

13 THE COURT: OKAY.

14 MR. KHARRAZIAN: OKAY.

15 THE COURT: I'M GRANTING YOUR MOTION AND WE'RE  
16 MOVING UP THESE TWO MOTIONS FROM JANUARY 17TH 2019 TO  
17 DECEMBER 10TH, AND EVERYTHING WILL BE HEARD ON  
18 DECEMBER 10TH.

19 MR. KHARRAZIAN: THANK YOU.

20 THE COURT: IF WE HAVE TO, WE'LL GO TO TRIAL.

21 MR. KHARRAZIAN: THANKS, YOUR HONOR.

22 MISS GALLIAN HAS A MOTION FOR JUDGEMENT ON THE  
23 PLEADINGS SET FOR DECEMBER 6TH. SHOULD WE JUST DO  
24 EVERYTHING ON THE 10TH THEN?

25 MR. FINK: THAT WOULD WORK OUT. THERE IS NO REASON  
26 TO CONTINUE THAT MOTION. THAT'S NOT BEFORE THE COURT,

1 NUMBER ONE. NUMBER TWO --

2 THE COURT: IF YOU WANT TO KEEP IT ON THE 6TH, IT'S  
3 SCHEDULED FOR THEN AND WE'VE GOT IT IN LINE TO HANDLE THAT.

4 MR. FINK: YES.

5 THE COURT: OKAY.

6 MR. FINK: AND HOPEFULLY WE'LL BE CHARGING TOWARDS  
7 SETTLEMENT AND ALL OF THIS WILL BE OBIVIATED.

8 THE COURT: YES. I MEAN, I HAVE PEOPLE FILE A  
9 DISPOSITIVE MOTION IN SO MANY CASES, AND WHEN JUDGES LOOK AT  
10 THE COURT OF APPEALS DECISIONS THAT COME DOWN EVERYDAY, WE  
11 GET THEM IN OUR DAILY JOURNAL EVERYDAY, AND THE THINGS THAT  
12 GET OVERTURNED WHEN THE COURT GRANTS SUMMARY JUDGMENT OR THE  
13 COURT GRANTS JUDGMENT ON THE PLEADINGS, THE COURT OF APPEAL  
14 ALWAYS FINDS, NO, YOU SHOULD HAVE RESOLVED THE CASE ON ITS  
15 MERITS IN A TRIAL. SO THOSE ARE TOUGH MOTIONS, BUT I'LL  
16 HEAR IT; OKAY?

17 MR. FINK: OKAY. THANK YOU, YOUR HONOR.

18 THE COURT: SO WE GOT YOU ON THE 7TH?

19 MR. FINK: THE 6TH.

20 THE COURT: THE 6TH.

21 AND THAT MOTION AND EVERYTHING ELSE IS ON  
22 DECEMBER 10TH.

23 MR. KHARRAZIAN: SOUNDS GREAT, YOUR HONOR.

24 MR. FINK: THANK YOU, YOUR HONOR.

25 THE COURT: GOOD TO SEE YOU ALL AGAIN.

26 WHAT AM I GOING TO DO NEXT YEAR IF YOU SETTLE?

1 MS. GALLIAN: THIS MUST HAVE TO STAY HERE.  
2 THE COURT: OKAY. YOU STILL GOT YOUR CHECK?  
3 MS. GALLIAN: YES. A LADY SAYS YOU DROPPED IT. I  
4 ALMOST WALKED OUT.  
5 THE COURT: WELL --  
6 MS. GALLIAN: I THINK THAT'S A SIGN, YOUR HONOR.  
7 THE COURT: IT'S A GOOD SIGN. HERE'S THE CHECK  
8 RIGHT HERE, COUNSEL. SHE STILL HAS THE CHECK.  
9 MR. KHARRAZIAN: WONDERFUL. WE'LL DISCUSS IT.  
10 THE COURT: OKAY.  
11 MR. KHARRAZIAN: THANK YOU.  
12 THE COURT: KEEP TALKING --  
13 MR. KHARRAZIAN: OKAY. THANK YOU.  
14 MR. FINK; THANK YOU.  
15 THE COURT: -- IN THE HALLWAY. I AM ORDERING YOU  
16 TO HAVE ANOTHER DISCUSSION IN THE HALLWAY.  
17 MR. KHARRAZIAN: WE WILL, YOUR HONOR. THANKS.  
18 THE COURT: OKAY. THANKS.

19  
20 (END OF PROCEEDINGS.)

21 \* \* \* \* \*  
22  
23  
24  
25  
26



1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF ORANGE )  
4  
5

6 REPORTER'S CERTIFICATE  
7  
8

9 I, DARCI MULLARKY, CSR NO. 5569, OFFICIAL CERTIFIED  
10 COURT REPORTER IN AND FOR THE SUPERIOR COURT OF THE STATE OF  
11 CALIFORNIA, COUNTY OF ORANGE, DO HEREBY CERTIFY;

12 THAT THE FOREGOING TRANSCRIPT IS A FULL, TRUE AND  
13 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES, AND IS A FULL,  
14 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID  
15 CAUSE.  
16

17 DATED THIS 11th DAY OF July, 2019.  
18  
19

20  
21 Darci Mullarky  
22 DARCI MULLARKY, CSR NO. 5569  
23 COURT REPORTER  
24  
25  
26

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**

**MINUTE ORDER**

DATE: 12/06/2018 TIME: 01:30:00 PM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Candace Khorouzan CSR# 11579

BAILIFF/COURT ATTENDANT: Nicole Guerrero

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72902420

**EVENT TYPE:** Motion for Judgment on the Pleadings

**MOVING PARTY:** Jamie L. Gallian

**CAUSAL DOCUMENT/DATE FILED:** Motion for Judgment on the Pleadings, 09/26/2018

**APPEARANCES**

Pejman D. Kharrazian, Esq., from Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present telephonically.

**MOTION BY JAMIE L. GALLIAN FOR JUDGMENT ON THE PLEADINGS**

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

The request for judicial notice by defendant Jamie L. Gallian is granted as to the original complaint (Ex. 1), the First Amended Complaint (Ex. 2), and the "Certificate Re Compliance with Civil Code Section 5950" (Ex. 4). (Ev. 452(d)(1).)

Defendant's request for judicial notice is denied as to the letter attached as Ex. 3.

The motion for judgment on the pleadings by defendant Jamie L. Gallian is denied.

Moving party has not shown that the court has no jurisdiction of the subject of any cause of action alleged by plaintiff, nor has she shown that the First Amended Complaint fails to state facts sufficient to constitute a cause of action against this moving defendant. (CCP 438(c)(1)(B); *Leko v. Cornerstone Building Inspection Service* (2001) 86 Cal.App.4th 1109, 1114 [like a demurrer, motion for judgment on the pleadings lies only for defects apparent on the face of the pleading or which are subject to judicial notice, and the facts alleged in the pleading are presumed true; extraneous evidence not properly subject to judicial notice is not permitted].)

DATE: 12/06/2018

MINUTE ORDER

Page 1

DEPT: C33

Calendar No.

B0432-9216 09/24/2021 11:20 PM Received by California Secretary of State

CASE TITLE: The Huntington Beach Gables  
Homeowners Association vs. Bradley

CASE NO: **30-2017-00913985-CU-CO-CJC**

Moving party fails to show that the prelitigation alternative dispute resolution [ADR] requirements of Civil Code 5930 et seq. apply (see Civil Code 5930(b)); fails to show that any prelitigation ADR demand was untimely; and fails to cite evidence or authority that moving party's time to respond to any prelitigation ADR demand (Civil Code 5935(c)) only commences once she became a member.

Moving party's other arguments go to the merits of plaintiff's claims, and/or rely on extrinsic evidence not properly subject to judicial notice, and thus are not appropriate for a motion for judgment on the pleadings.

The court also notes that moving party failed to submit the declaration required by CCP 439.

Plaintiff The Huntington Beach Gables Homeowners Association to give notice.

Housekeeping matters are addressed. Department C33 is presently engaged in trial on an unrelated matter. The court issues the following orders:

The Jury Trial set for 12/10/2018 in Department C33 is vacated.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 12/10/2018, is ordered continued to 01/31/2019 at 01:30 PM in this department.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 12/10/2018 is ordered continued to 01/31/2019 at 01:30 PM in this department.

B0432-9217 09/24/2021 11:20 PM Received by California Secretary of State

DATE: 12/06/2018  
DEPT: C33

MINUTE ORDER

Page 2  
Calendar No.

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Gordon G. May (SBN 167112) GRANT, GENOVESE & BARATTA, LLP 2030 Main Street, Suite 1600 Irvine, CA 92614  TELEPHONE NO (949) 660-1600 FAX NO (Optional) (949) 660-6060 E-MAIL ADDRESS (Optional) ggm@ggb-law.com ATTORNEY FOR (Name), Plaintiff BS INVESTORS, LP	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange  <b>12/03/2018 at 12:09:00 PM</b> Clerk of the Superior Court By Anh Dang, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS 700 Civic Center Drive West MAILING ADDRESS CITY AND ZIP CODE Santa Ana, CA 92701 BRANCH NAME CENTRAL JUSTICE CENTER	
PLAINTIFF/PETITIONER BS INVESTORS, LP, a California limited partnership DEFENDANT/RESPONDENT JAMIE L. GALLIAN, an individual	
REQUEST FOR DISMISSAL	CASE NUMBER 30-2018-01024401-CU-UD-CJC
A conformed copy will not be returned by the clerk unless a method of return is provided with the document. This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

## 1 TO THE CLERK: Please dismiss this action as follows:

- a (1) ☐ With prejudice (2) ☒ Without prejudice  
 b (1) ☒ Complaint (2) ☐ Petition  
 (3) ☐ Cross-complaint filed by (name).  
 (4) ☐ Cross-complaint filed by (name).  
 (5) ☐ Entire action of all parties and all causes of action  
 (6) ☐ Other (specify):\*

on (date):

on (date):

## 2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: December 3, 2018

Gordon G. May

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

☒ Plaintiff/Petitioner ☐ Defendant/Respondent  
☐ Cross-Complainant

## 3. TO THE CLERK: Consent to the above dismissal is hereby given \*\*

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j)

☐ Plaintiff/Petitioner ☐ Defendant/Respondent  
☐ Cross-Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date) 12/03/20185. ☐ Dismissal entered on (date) as to only (name):6. ☐ Dismissal not entered as requested for the following reasons (specify)7. a. ☐ Attorney or party without attorney notified on (date)

b. ☐ Attorney or party without attorney not notified. Filing party failed to provide  
☐ a copy to be conformed ☐ means to return conformed copy

Date: 12/03/2018

Clerk, by  
 DAVID H. YAMASAKI, Clerk of the Court

A. DANG, Deputy  
 Page 1 of 2

CIV-110

PLAINTIFF/PETITIONER: BS INVESTORS, LP, a California limited partnership	CASE NUMBER:
DEFENDANT/RESPONDENT: JAMIE L. GALLIAN, an individual	30-2018-01024401-CU-UD-CJC

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

**Declaration Concerning Waived Court Fees**

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
  - a. ☐ not recovering anything of value by this action.
  - b. ☐ recovering less than \$10,000 in value by this action
  - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

\_\_\_\_\_  
(SIGNATURE)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2030 Main Street, Suite 1600, Irvine CA 92614.

Jamie L. Galian, an individual  
5782 Pinon Drive  
Huntington Beach, CA 92649  
Telephone No. : (714) 321-3449

Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 3, 2018, at Irvine, California.

Helena Coyle

B0432-9221 09/24/2021 11:20 PM Received by California Secretary of State

8410  
67

85-456266

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

IRELL & MANELLA  
840 Newport Center Drive, Suite 500  
Newport Beach, California 92660  
Attention: Patrick J. Evans, Esq.

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

-818 PM SEP 30 '86

MAIL TAX STATEMENTS TO:

G/HB INVESTORS,  
c/o AP Development Company  
17911 Mitchell Avenue  
Irvine, California 92714  
Attn: Hugh Saddington

*Heid Branch* COUNTY  
RECORDER

1444086 MT

(Space Above for Recorder's Use)

The undersigned grantor declares:  
The real property conveyed hereunder  
is located in the City of Huntington  
Beach, County of Orange. The  
Documentary Transfer Tax is  
\$ 247.50 based on full value of  
the real property conveyed here-  
under, but not on the leasehold  
conveyed hereunder, which leasehold  
is for a term less than ninety-nine  
(99) years.

ASSIGNMENT AND ASSUMPTION  
OF  
GROUND LEASES  
AND  
CONDOMINIUM SUBLEASES  
AND  
GRANT DEED

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES AND  
CONDOMINIUM SUBLEASES AND GRANT DEED ("Assignment") is made  
and entered into this 30th day of September, 1986 by and  
between Robert P. Warmington, a married man, as assignor and  
grantor ("Assignor") and G/HB Investors, a California limited  
partnership as assignee and grantee ("Assignee").

-1-

2PE01SL



B0432-9222 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

R E C I T A L S

A. Houser Bros. Co., a limited partnership ("Houser") is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto;

B. Located on the Houser Property is a condominium project (the "Condominium Project") created by that certain Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et. seq., official Records of Orange County, California;

C. The Condominium Plan shows and defines and there are eighty (80) condominiums (the "Condominiums") in the Condominium Project;

D. Houser leased the Condominiums, except for the Condominium Project buildings and improvements, to Assignor under those certain Ground Leases (the "Ground Leases") dated August 1, 1980 and described in Exhibit "B" attached hereto;

E. Assignor subleased the Condominiums, except for the Condominium Project buildings and improvements, to individual condominium tenants (the "Tenants" or a "Tenant") under those certain Condominium Subleases, (the "Subleases") dated August

-2-

2FE01SL

B0432-9223 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

1, 1980 more particularly described in Exhibit "B" attached hereto;

F. The property leased under the Ground Leases and the Subleases is more particularly described as Parcels 1, 2, 5 and 6 of Exhibit "B" attached hereto;

G. The Robert P. Warmington Company ("Company") owned the Condominium Project buildings and improvements and conveyed the Condominium Project buildings and improvements to the Tenants, for a term, with respect to each Tenant, ending on the expiration or earlier termination of the Tenant's Sublease, thereby retaining a remainder interest in a determinable fee estate with respect to the Condominium Project buildings and improvements (the "Remainder Interest"), which Remainder Interest is more particularly described as parcels 3 and 4 of Exhibit "B" attached hereto;

H. Company conveyed the Remainder Interest to Assignor; and

I. Assignor now desires to assign, transfer and convey all of his right, title and interest in and to the Ground Leases and Subleases (collectively the "Leases") and the Remainder Interest to Assignee and Assignee desires to assume all of Assignor's obligations under the Leases.

-3-

2PE01SL

B0432-9224 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

A G R E E M E N T

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of his right, title and interest in and to the Leases.

2. Grant of Remainder Interest. Assignor hereby grants, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Remainder Interest.

3. Quitclaim Grant. Assignor hereby remises, releases and forever quitclaims to Assignee all of his right, title and interest in and to the Houser Property, the Condominium Project, and any property or other rights defined in the Condominium Plan.

4. Assumption. Assignee hereby assumes and agrees to keep and perform all of Assignor's obligations under the Leases.

-4-

2PEG13L

B0432-9225 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

5. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from all claims, damages, lawsuits, and liabilities which arise out of or relate to Assignor's obligations under the Leases.

6. Effective Date. This Assignment shall be effective on the date it is recorded.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first written above.

"ASSIGNOR"

  
Robert P. Warmington

I am the spouse of Robert P. Warmington. I hereby consent and agree to the terms of the foregoing Assignment.

  
Loring P. Warmington

"ASSIGNEE"

G/HB Investors,  
a California limited partnership

By: AP Development Company,  
a California corporation,  
general partner

By:   
John E. Wartin, Chairman

-5-

B0432-9226 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

EXHIBIT "A"

The Houser Property

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach,  
County of Orange, State of California, as shown on a map  
recorded in Book 456, Pages 49 to 50 of Maps, in the office of  
the County Recorder of Said County.

B0432-9227 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

E X H I B I T "B", Page 1

The Leases, the property leased pursuant to the Leases, and the property comprising the Remainder Interest are described as follows:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUB-PARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUB-PARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

(A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTWERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON P. HOUSER CONSTITUTE THE SOLE GENERAL

(continued)

B0432-9228 09/24/2021 11:20 PM Received by California Secretary of State

B6-456266

EXHIBIT "B" Page 2

ALTA PLAIN  
LANGUAGE COMMITMENTOR-1444086  
AMENDMENT NO. 1

PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS  
TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE  
TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED  
AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT
1	13754	263	
2	14091	1031	
3	14045	118	
4	13733	199	
5	13760	942	
6	13982	417	
7	13754	297	
8	13726	1238	
9	13822	1546	
10	13773	10	
11			
12	13807	1569	
13	13780	354	
14	13797	1088	
15	13780	462	
16	13726	1310	
17	13743	259	
18	13915	190	
19	13997	346	
20	13807	1669	
21	13733	278	
22	13775	235	
23	13803	587	
24	14038	692	
25	13793	955	
26	13814	607	
27	13789	1600	
28	13787	1834	
29	13778	173	
30	13896	1090	
31	14091	1139	
32	13726	1346	
33	14005	1903	
34	14048	1460	
35	13861	723	
36	13814	666	
37	13768	1032	
38	13793	1179	
39	13818	1665	
40	13783	875	

82-128057

PAGE 3



B0432-9229 09/24/2021 11:20 PM Received by California Secretary of State



EXHIBIT "B" Page 3

86-456266

ALTA PLAIN  
LANGUAGE COMMITMENTOR-1444086  
AMENDMENT NO. 1

41	13824	1312
42	13847	798
43	13724	1102
44	14072	1910
45	13789	1547
46	14064	756
47	14038	637
48	13933	1529
49	13825	1973
50	13783	1732
51	13916	1672
52	14074	1929
53	13824	1259
54	13780	407
55	13780	514
56	14094	1874
57	13726	1208
58	14091	1084
59	13787	1781
60	13795	966
61	13803	335
62	13831	117
63	14250	1197
64	14191	1652
65	13726	1136
66	13765	1665
67	13803	640
68	14031	1108
69	13797	1038
70	14091	977
71	14034	1806
72	14130	1508
73	13785	1959
74	13977	569
75	14091	923
76	14064	1068
77	13726	1274
78	13726	1172
79	14091	869
80	13780	599

(B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT	ORIGINAL
------	------	------	------------	----------

PAGE 4

B0432-9230 09/24/2021 11:20 PM Received by California Secretary of State

ALTA PLAIN  
LANGUAGE COMMITMENT

EXHIBIT "B" Page 4

86-456266

OR-1444086  
AMENDMENT NO. 1

SUBLESSEE

1	13754	243
2	14091	1066
3	14045	133
4	13733	216 AND
	13754	52
5	13760	917
6	13982	432
7	13754	312
8	13724	1256 AND
	13754	69
9	13822	1561
10	13773	25
11		
12	13807	1584
13	13780	367
14	13797	1103
15	13780	477
16	13724	1328 AND
	13754	86
17	13763	234
18	13915	205
19	13997	341
20	13807	1684
21	13733	296
22	13775	250
23	13803	602
24	14038	707
25	13793	970
26	13814	622
27	13789	1615
28	13787	1849
29	13778	188
30	13896	1125
31	14091	1154
32	13726	1364 AND
	13754	120
33	14005	1919
34	14048	1475
35	13841	738
36	13814	681
37	13766	1047
38	13793	1194
39	13818	1680
40	13783	1800
41	13824	1327
42	13867	813

82-128058

PAGE 5

B0432-9231 09/24/2021 11:20 PM Received by California Secretary of State



EXHIBIT "B" Page 5

86-456266

ALTA PLAIN  
LANGUAGE COMMITMENTOR-1444084  
AMENDMENT NO. 1

43	13726	1120
44	14072	1925
45	13787	1562
46	14064	771
47	14038	652
48	13933	1544
49	13826	1
50	13783	1747
51	13916	1687
52	14094	1944
53	13824	1274
54	13780	422
55	13780	529
56	14094	1889
57	13726	1226
58	14091	1099
59	13787	1796
60	13795	981
61	13803	350
62	13831	132
63	14250	1212
64	14191	1667
65	13726	1154
66	13765	1660
67	13803	655
68	14031	1123
69	13797	1053
70	14091	992
71	14034	1821
72	14180	1523
73	13785	1974
74	13777	584
75	14091	938
76	14064	1083
77	13726	1292
78	13726	1190
79	14091	884
80	13780	614

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
FOLLOWS:ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY  
OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

PAGE 6

B0432-9232 09/24/2021 11:20 PM Received by California Secretary of State

EXHIBIT "B" Page 6

86-456266

ALTA PLAIN  
LANGUAGE COMMITMENT

OR-1444086  
AMENDMENT NO. 1

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1173 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

P. 3E 7

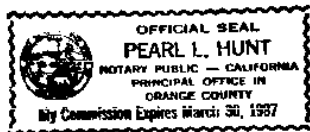
B0432-9233 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS.

On this 24<sup>th</sup> day of September, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

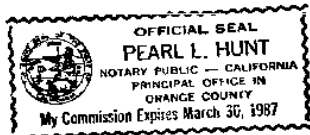


*Pearl L. Hunt*

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS.

On this 24<sup>th</sup> day of September, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Loring P. Warmington, personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed it.

WITNESS my hand and official seal.



*Pearl L. Hunt*

2PE01SL

B0432-9234 09/24/2021 11:20 PM Received by California Secretary of State

86-456266

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On September 22, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Wertin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Chairman on behalf of AP Development Company, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be the general partner of G/HB Investors, the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



*Shirley A. Gerbasi*

2PFO1SL

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9235 09/24/2021 11:20 PM Received by California Secretary of State

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL TO

SANDRA BRADLEY  
18 MEADOW BROOK DR  
COTO DE CAZA, CA 92679

Recorded In Official Records, Orange County  
Tom Daly, Clerk-Recorder

30.00

2009000633802 04:05pm 11/23/09

401 59 A34 A04 A12 5

0.00 0.00 0.00 0.00 12.00 0.00 0.00 0.00

Escrow No. -  
Order No. 985040290 - 532

SPACE ABOVE THIS LINE FOR RECORDERS USE

ASSIGNMENT OF CONDOMINIUM SUBLEASE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
( Additional recording fee applies )

CPFR4 - 11/13/96bk

ORANGE,CA  
Document: AL 2009.633802

Page 1 of 3

Printed on 11/26/2019 9:02:03 AM

Page 140 of 214

001123

EXHIBIT 15, PAGE 328



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9236 09/24/2021 11:20 PM Received by California Secretary of State

**WHEN RECORDED MAIL TO:**

(Assignee's Name &amp; Address)

SANDRA BRADLEY  
18 MEADOW BROOK DR  
COTA DE CAZA CA 92679

*NO CONSIDERATION* (Space Above this Line for Recorder's use)  
*TERM OF*  
*LEASE LESS THAN 44 YEARS.* **ASSIGNMENT OF CONDOMINIUM SUBLEASE**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned LARRY W. RIDER AND TERRI A. RIDER HUSBAND AND WIFE AS JOINT TENANTS, hereby transfers and assigns to SANDRA L. BRADLEY A WIDOW, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA B TURNER HUSBAND AND WIFE AS JOINT TENANTS

as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on AUG 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof. TOGETHER WITH all buildings and other improvements on said land.

DATED: 11/19/2009

Assignee(s)

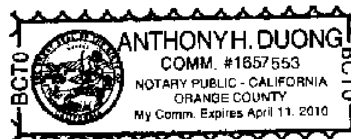
STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF ORANGE

On 11/19/2009, before me, ANTHONY H. DUONG, personally appeared LARRY W. RIDER & TERRI A. RIDER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anthony H. Duong  
 Signature of Notary Public



(This space for notarial seal)

Page 1 of 2

J:\UC FERM\Masters-BSNMASTER-GHB-Assignment of Condominium Sublease with Notary.doc

Branch :A14,User :2004

Comment:

Station Id :M3Y7

11/17/2009 14:28 FAX

009

**ASSIGNMENT OF CONDOMINIUM SUBLEASE****ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 11/17/09*Donald Bradley*  
Assignee (s)

MISSOURI  
STATE OF CALIFORNIA )  
SANTA ANA CITY ss.  
COUNTY OF ORANGE

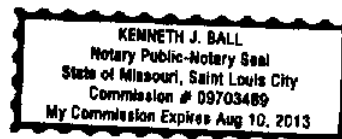
On November 17, 2009, before me, Kenneth J. Ball, personally appeared Donald L. Bradley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Kenneth J. Ball*  
Signature of Notary Public

(This space for notarial seal)



Page 2 of 2

J:\VC PERM\Master-BS\MASTER-GH\Assignment of Condominium Sublease with Notary.doc

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9238 09/24/2021 11:20 PM Received by California Secretary of State

Order No.

Escrow No.

Loan No.

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

24.00

2010000219518 1:00 pm 05/10/10

153 420 A34 A04 A12 3

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

WHEN RECORDED MAIL TO:

Sandra Bradley  
18 Meadow Brook Drive  
Cota de Caza, CA 92679

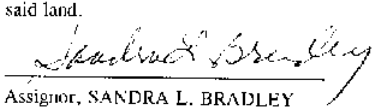
SPACE ABOVE THIS LINE FOR RECORDER'S USE

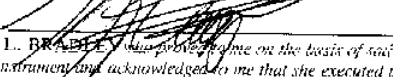
**NO CONSIDERATION  
TERM OF LEASE  
LESS THAN 99 YEARS****ASSIGNMENT OF CONDOMINIUM SUBLEASE**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, A WIDOW, hereby transfers and assigns to, SANDRA L. BRADLEY as trustee of the SANDRA L. BRADLEY TRUST dated October 17, 2001 as amended, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on Aug 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 55 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof. TOGETHER WITH all buildings and other improvements on said land.

DATED: 3/10/2010

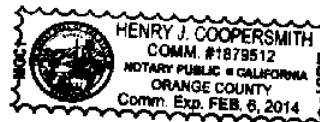
  
Assignor, SANDRA L. BRADLEY
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On March 10, 2010 before me,  a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



DAs deed to meD gift tax oblig

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9239 09/24/2021 11:20 PM Received by California Secretary of State

Page 1  
Order No. 985040290  
PARCEL 1:

## DESCRIPTION

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

## PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

## PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

## PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9240 09/24/2021 11:20 PM Received by California Secretary of State

Order No.

Escrow No.

Loan No.

WHEN RECORDED MAIL TO:

Sandra Bradley  
18 Meadow Brook Drive  
Corra de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 3/10/2010

  
Assignee, SANDRA L. BRADLEY

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/10/2010, before me, Henry J. Coopersmith, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



D/A's deed to McD gift tax oblig

Branch :A14,User :2004

Comment:

Station Id :M3Y7

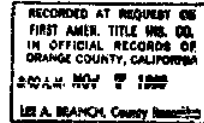
B0432-9241 09/24/2021 11:20 PM Received by California Secretary of State

8695

BK 13824 Pg 1291

\$5.00

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:  
The Robert P. Warmington Co.  
16592 Hale Avenue  
Irvine, California 92714



Conveyance connected with leaseholder  
interest not to exceed 99 years.

AP 178-011-01

CONVEYANCE OF REMAINDER INTEREST

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ROBERT P. WARMINGTON CO., a California corporation, hereby grants to ROBERT P. WARMINGTON, an individual, the remainder interest in that portion of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit I attached hereto, after the term of years expiring upon expiration or early termination of that certain Condominium Sublease of even date herewith, made by Robert P. Warmington, an individual, to \_\_\_\_\_

John F. Turner and Virginia H. Turner, husband and wife, as Joint Tenants

a short form of which is being recorded concurrently herewith,  
subject, however, to all matters whether or not of record.

GRANTOR:

THE ROBERT P. WARMINGTON CO.

By Olivia N. GrayBy William H. Smith

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9242 09/24/2021 11:20 PM Received by California Secretary of State

BK 13824 PG 1292

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On August 1, 1980, before me, the undersigned,  
a Notary Public in and for said State, personally appeared  
OLIVER N. CRARY, known to me to be the  
Vice President, and WILLIAM J. PITTMAN,  
known to me to be the Secretary of the corporation  
that executed the within Instrument, known to me to be the  
persons who executed the within Instrument on behalf of the  
corporation therein named, and acknowledged to me that such  
corporation executed the within Instrument pursuant to its  
by-laws or a resolution of its board of directors.



*Gabriella King*  
Notary Public in and for  
said County

[SEAL]

2



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9243 09/24/2021 11:20 PM Received by California Secretary of State

BK 13824 PG 1293

EXHIBIT IParcel 1

Those portions of Unit 53, as shown and defined on a Condominium Plan ("the Condominium Plan"), recorded in Book 13358, Page 1193, et seq., consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");
- (c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

RECORDED

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9244 09/24/2021 11:20 PM Received by California Secretary of State

RECORDING REQUESTED BY:  
 Jamie Gallian  
 4476 Alderport Dr.  
 Huntington Beach, CA  
 92649

AND WHEN RECORDED MAIL TO:  
 Jamie Gallian  
 4476 Alderport Dr.  
 Huntington Beach, CA  
 92649

Recorded in Official Records, Orange County  
 Hugh Nguyen, Clerk-Recorder



33.00

\* \$ R 0 0 0 9 1 4 7 5 4 1 \$ \*

2017000116815 8:25 am 03/23/17  
 276 415 A34 A04 F14 8  
 0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT: Assignment of Condominium  
 Sublease  
 Lease from present to 2059

Transfer Tax exempt. this Lease is a  
 Gift between family members.

2T  
 6P  
 2FF  
 CC  
 201

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9245 09/24/2021 11:20 PM Received by California Secretary of State

## RECORDING REQUESTED BY:

~~Sandra Bradley~~~~19 Meadow Wood Dr.~~~~Coto de Caza, CA 92679~~

*Jamie Gallian*  
 4476 Alderport Dr.  
 Huntington Beach  
 CA 92649

## WHEN RECORDED RETURN TO:

~~same as above~~

*Jamie Gallian*  
 4476 Alderport Dr.  
 Huntington Beach, CA 92649

(space above this line for Recorder's use)

## ASSIGNMENT OF CONDOMINIUM SUBLEASE

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION - TERM OF LEASE LESS THAN 99 YEARS

Dated: 3/22/2017

*Tha*

*Sandra L Bradley*  
 Assignor, SANDRA L. BRADLEY

Trustee of the Sandra L. Bradley Trust

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9246 09/24/2021 11:20 PM Received by California Secretary of State

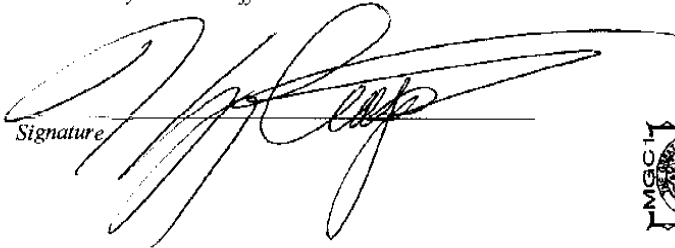
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9247 09/24/2021 11:20 PM Received by California Secretary of State

**EXHIBIT "A"****DESCRIPTION**

Order No: 985040290

**PARCEL 1:**

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

**PARCEL 2:**

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 458 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

**PARCEL 3:**

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

**PARCEL 4:**

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

ORANGE,CA

Page 4 of 6

Printed on 11/26/2019 9:02:04 AM

Document: AL 2017.116815

Page 152 of 214

001135

EXHIBIT 15, PAGE 340

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9248 09/24/2021 11:20 PM Received by California Secretary of State

RECORDING REQUESTED BY:

~~Sandra Bradley~~  
~~19 Meadow Wood Dr~~  
~~Coto de Caza, CA 92679~~Jamie L Gallian  
4476 Alderpoint  
Huntington Beach  
CA 92647

WHEN RECORDED RETURN TO:

~~same as above~~Jamie Gallian  
4476 Alderpoint  
Huntington Beach, CA  
92647

(space above this line for Recorder's use)

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated: 3/22/17

  
 Assignee, JAMIE L. GALLIAN

1

Branch :A14,User :2004

Comment:

Station Id :M3Y7

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

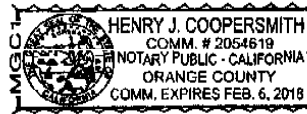
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/23/2017, before me, Henry J. Coopersmith  
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Signature]*





B0432-9250 09/24/2021 11:20 PM Received by California Secretary of State

Initial each

**Document**

Demand Stat  
unpaid oblig  
Articles of Inc  
Bylaws  
CC&R's, with  
Insurance Dec  
ACC Guideline  
Annual Budge  
applicable)  
Financial State  
Rules & Regul  
1 Year of Regu  
Association Litig  
Notice(s) of viol  
**FULL DOCUME**  
Condo Questio  
1 business day  
**TOTAL DUE UP**  
**TRANSFER FEE**

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

**MoneyGram**

To Validate: Touch the stop sign, then watch it fade and reappear

**INTERNATIONAL MONEY ORDER** 75-161B 919

108115554800  
MONEY ORDER

108115554800  
TWO HUNDRED FIFTY  
FIVE DOLLARS AND  
00 CENTS

PAY TO THE ORDER OF: **Elite Management**  
PAGAR A LA ORDEN DE:  
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

**James Gullian**  
ADDRESS: **4476 Alderport Drive #53**  
DIRECCIÓN:  
Payable Through Citizens Alliance Bank, Clara City, MN  
ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

**Expedited Rec Only - No Docs + Demand**

**Money Order Number** R108115554800

Please note, your order from the time that payment is received. Please send your completed order form and check (no personal checks please) to:

**Elite Management**  
Attn: Escrow Department  
38760 Hwy Canyon Drive, Suite C  
Murrieta, CA 92563

Property Address:

4476 Alderport #53

Escrow #

1813845

Signature:



The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase all of the documents listed on this form.

**Document Order Form**

Cables Community Association  
CKAGE to include all documents listed be

**MoneyGram**

R108115554800

Category	Section	Amount	Notes
Property assessment and any other	Section 4525	\$90.00	OK
	Section 4525 (a)(1)	\$20.00	
	Section 4525 (a)(1)	\$30.00	
	Section 4525 (a)(1)	\$60.00	
	Section 5310	\$20.00	
Service study disclosure if	Section 4525	\$20.00	N/A
	Section 5300 & 4525(a)(3)	\$40.00	
Information and current Budget)	Section 5305	\$20.00	
	Section 4525 (a)(1)	\$25.00	
	Section 4525	\$20.00	
	Sections 4525, 6000 & 6100	\$20.00	
fee)	Sections 5855 & 4525(a)(5)	\$0.00	
	All of the above	\$300.00	
TO ELITE		\$210.00	
		\$210.00	

**RECEIPTO**

108115554800  
R108115554800  
715 (12/12) 7001 4000  
M 79524-Y

EMPLOYEE

KEEP A COPY OF THIS STUB FOR YOUR RECORDS / MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

B0432-9251 09/24/2021 11:20 PM Received by California Secretary of State

**HOA-Oct.  
2018**



Huntington Beach Gables Homeowners Association  
Elite Management Community

Property Address: 4476 Alder Port Drive #53, Huntington Beach

An escrow has been opened in our office for the transfer of the above referenced property. Please furnish the following information in connection with the Homeowner's Association affecting the property:

Amount of Dues \$ \_\_\_\_\_ Payable: ( ) Monthly ( ) Quarterly ( ) Yearly

Dues are currently paid to \_\_\_\_\_ Next Due Date \_\_\_\_\_

Make checks for Dues payable to: \_\_\_\_\_

Transfer Fee of \$ \_\_\_\_\_ Payable to: \_\_\_\_\_

Other Fees, if any: \_\_\_\_\_

Special Assessments: \_\_\_\_\_

12 months of mini Association litigation

If there is a blank

INSURANCE AGE

ADDRESS: \_\_\_\_\_

Please complete, s

FORM COMPLETE

We appreciate you:

Sincerely,

Cheryl L. Shoats  
Escrow Officer/Manager  
Email:

Mailed

*10/22/18 by FedEx - Response today business Rush Pl.  
\$120.00 \**

11125 Knott Avenue, Suite E  
P.O. BOX 9476  
MINNEAPOLIS, MN 55480  
MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER  
PLEASE READ REVERSE SIDE [www.moneygram.com/moneyorder](http://www.moneygram.com/moneyorder) DATE/AMOUNT  
10/11/2018  
157  
69146014530143  
Gables HOA L. Chg  
R108115554811  
EMPLOYEE  
715 (12/12) 700/14000  
M 79524-Y

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

**MoneyGram.** INTERNATIONAL MONEY ORDER 75-1618 919

10/22/2018

To Validate: Touch the stop sign, then watch it fade and reappear

PAY TO THE ORDER OF: Gables Homeowners Assoc.  
PAGAR A LA ORDEN DE: Gables Homeowners Assoc.  
IMPORTANT - SEE BACK BEFORE CASHING

Samie Galian  
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: 4476 Alderport Dr. HB 92649  
DIRECCIÓN: 4476 Alderport Dr. HB 92649  
Payable Through Citizens Alliance Bank Clara City, MN  
ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

OCT 2018 \$10.00 L. Chg.

MONEY ORDER NUMBER: R108115554811  
CALL 1-800-542-3590 TO VERIFY

PAY EXACTLY

THREE HUNDRED AND TWENTY-SIX DOLLARS 00/100

0919161871081 15554811 90



B0432-9252 09/24/2021 11:20 PM Received by California Secretary of State


**Sender Information /**  
**Información del remitente**

Name / Nombre: Eminence Escrow Trust Cheryl  
 Address / Dirección: c/o Jamie Gallen

11185 Knott Ave #E  
Cypress, CA 90630  
714-604-1657  
 Phone Number / Teléfono:

Email / Correo Electrónico:  
Cheryl@eminencescrows.com  
 Account number, if applicable / Número de cuenta:

**Recipient Information /**  
**Información del destinatario**

Name / Nombre: Elite Management  
 Address / Dirección:

38760 Sky Canyon Dr. Ste C  
Murrieta, CA 92563

Phone Number / Teléfono:  
888-354-8322

Email / Correo Electrónico:  
linn@elite management.com

© 2016 FedEx. All rights reserved. 616.MMS7001

0023186PM

## Address:

15901 GOLDENWEST ST  
 HUNTINGTON BEACH  
 CA 92647

## Location:

JLBKK

## Device ID:

-B1C02

## Transaction:

920211932797

## FedEx Priority Overnight

783380348672 0.2 lbs. (S)

6.54

Declared Value 100

## Recipient Address:

Linn Joslyn / Jessica  
 ELITE MANAGEMENT  
 38760 SKY CANYON DR  
 STE C  
 MURRIETA, CA 92563  
 8883548322  
 linn@elite management.com

Scheduled Delivery Date 10/23/2018

 Pricing option:  
 STANDARD RATE

Package Information:

Branch :A14,User :2004

Comment:

Station Id :M3Y7

**RECORDING REQUESTED BY:**

**Mr. Randy Nickel**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

**MAIL TAX STATEMENTS TO:**

**Mr. Randy Nickel**  
**4476 Alderport Drive.**  
**Huntington Beach, CA 92649**

*Lease from Present to 2059*

**TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE**

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



2018000395579 2:35 pm 10/31/18  
227 415 A34 5  
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

17  
13  
15  
CC

B0432-9253 09/24/2021 11:20 PM Received by California Secretary of State

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9254 09/24/2021 11:20 PM Received by California Secretary of State

**WHEN RECORDED MAIL TO:**  
**(Assignee's Name & Address)**  
**MR. RANDALL L. NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

**Mail tax statements to:**  
**MR. RANDALL L. NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

---

(Space Above this Line for Recorder's Use)

**ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE**

No Consideration. Term of Lease Less Than 99 years.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain **GROUND LEASE** also known as the **MASTER LEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a **PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980** for that certain **MASTER LEASE dated October 19, 1979**; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **\*\*Instrument No. 8691.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain **SUBLEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a **PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979**; for that certain **SUBLEASE dated November 7, 1980**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **\*\*Instrument No. 8692;**

**WHEREAS**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned **JAMIEL GALLIAN**, hereby transfers and assigns to **RANDALL L. NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **MASTER LEASE/ Ground Lease, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **\*\*Instrument No. 8693;**

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9255 09/24/2021 11:20 PM Received by California Secretary of State

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE, dated August 1, 1980**, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, **\*\*Instrument No. 8694;**

As amended by the **FIRST AMENDMENT TO CONDOMINIUM SUBLEASE** effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, **\*\*Instrument No. 8695;**

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE (SHORT FORM - MEMORANDUM AND GRANT DEED, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, **\*\*Instrument No. 8696.**

DATED: 10/31/18
  
 ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA )

) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public  
 Personally appeared Jamie L. Gallian

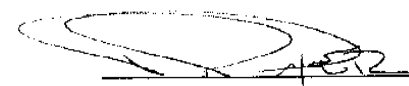
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(This space for Notary Seal)

  
 Signature of Notary Public

2

Branch :A14,User :2004

Comment:

Station Id :M3Y7

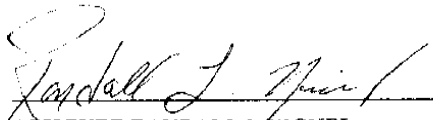
B0432-9256 09/24/2021 11:20 PM Received by California Secretary of State

**ASSIGNMENT OF CONDOMINIUM SUBLEASE****ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

  
 ASSIGNEE RANDALL L. NICKEL

STATE OF CALIFORNIA )

) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,  
 Personally appeared Randall L. Nickel,

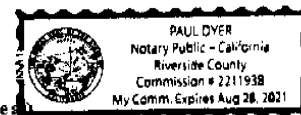
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
 Signature of Notary Public

(This space for Notary Seal)



3



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9257 09/24/2021 11:20 PM Received by California Secretary of State

**EXHIBIT A (LEGAL)**

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

- (A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**  
**APN: 937-63-053, Unit 53.**
- (B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessor) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**  
**APN: 937-63-053, Unit 53.**

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9258 09/24/2021 11:20 PM Received by California Secretary of State

BK 13362 Pg 317

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

32442

The Robert P. Warmington Co.  
16582 Hale Avenue  
Irvine, California 92714

\$5.00

RECORDED AT REQUEST ON  
FIRST AMER TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
2:01 PM OCT 22 1979  
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

GROUND SUBLEASE  
(SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this  
19th day of October, 1979, by and between ROBERT P.  
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.,  
a California Corporation (hereinafter "Tenant"), upon the following  
terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property  
(the "leased land") located in the City of Huntington Beach, County of  
Orange, State of California, which leased land is described on  
Exhibit "A" attached hereto and made a part hereof, at the rental and  
upon all of the terms and conditions set forth in that certain unrecorded  
Ground Sublease of even date between Landlord and Tenant which is  
incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years,  
commencing as of October 19, 1979 and ending  
October 18, 2059. The aforementioned incorporated Ground Sublease  
provides, among other things, that it shall terminate as to the real  
property covered by a Consumer Sublease (as defined in said incorporated  
Ground Sublease) upon the commencement of the term of such Consumer  
Sublease.
3. The aforementioned incorporated Ground Sublease provides,  
among other things, that the Tenant shall pay all taxes, general and  
special assessments and other charges which, during the term of this  
lease, may be levied upon or assessed against the leased land and all  
interests therein.
4. The aforementioned incorporated Ground Sublease also  
provides, among other things, that Tenant shall not encumber, assign or  
otherwise transfer said Sublease, or sublet the whole or any part of  
the leased land without the prior written consent and approval of  
Landlord, except as otherwise expressly permitted in said incorporated  
Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and  
appoints Tenant as Landlord's true and lawful attorney for him and  
in his name, place and stead and for his use and benefit to exercise  
any or all of the following powers as to the leased land, any interest  
therein and/or any building or other improvement thereon: To undertake  
any and all construction activities on or in connection with the leased  
land and to execute on behalf of Landlord if Landlord has not executed  
the same, as provided and within the time period set forth in said  
incorporated Ground Sublease, any map, permit, application, survey,  
report, approval, easement deed or other documents as are necessary or  
convenient to obtain the required approvals, permits or other action of  
the City of Huntington Beach, the County of Orange, California, and

ORANGE,CA

Page 1 of 3

Printed on 10/31/2019 3:47:52 PM

Document: LS 13362.317

Page 163 of 214

001146

EXHIBIT 15, PAGE 351

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9259 09/24/2021 11:20 PM Received by California Secretary of State

BK 13362 Pg 318

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form-Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:

Robert P. Warmington  
Robert P. Warmington

TENANT:

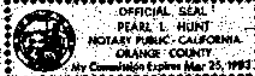
The Robert P. Warmington Co.,  
a California Corporation

By Roger D. Darnell  
Roger D. Darnell  
Vice President

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss:

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

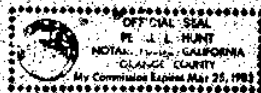


Pearl L. Hunt  
Pearl L. Hunt

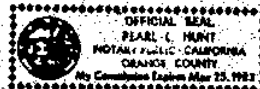
STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss:

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Pearl L. Hunt  
Pearl L. Hunt



-2-

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9260 09/24/2021 11:20 PM Received by California Secretary of State

BK 13362 Pg 319

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the westerly 30.00 feet thereof appurtenant to Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"RECORDED

ORANGE, CA

Document: LS 13362.317

Page 3 of 3

Printed on 10/31/2019 3:47:52 PM

Page 165 of 214

001148

EXHIBIT 15, PAGE 353



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9261 09/24/2021 11:20 PM Received by California Secretary of State

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

8346

32443

\$6.00

BK 13362 PG 320

BK 13424 PG 490

THE ROBERT P. WARMINGTON CO.  
16592 Hale Avenue  
Irvine, California 92714  
Attention: Roger D. Darneil

\$7.00  
CI

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:01 P.M. OCT 22 1979  
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
3:45 PM DEC 6 1979  
LEE A. BRANCH, County Recorder

GROUND LEASE  
(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made  
this 19th day of October, 1979, by and between  
ROUSSEAU BROS. CO., a limited partnership, organized and  
existing under the laws of the State of California (herein-  
after "Landlord"), and ROBERT P. WARMINGTON, a married man  
(hereinafter "Tenant"), upon the following terms and con-  
ditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real prop-  
erty (the "leased land") located in the City of Huntington  
Beach, County of Orange, State of California, which leased  
land is described in Exhibit A attached hereto and made a  
part hereof, at the rental and upon all the terms and condi-  
tions set forth in that certain unrecorded ground lease of  
even date between Landlord and Tenant which is incorporated  
herein by this reference.
2. The property is leased for a term of eighty (80)  
years, commencing as of the date first above written and  
continuing until the anniversary of the Eightieth (80th)  
year thereafter. The aforementioned incorporated ground  
lease provides, among other things, that it shall terminate  
as to the real property covered by a Residential Lease (as  
defined in said incorporated ground lease) upon the com-  
mencement of the term of such Residential Lease, but not as  
to the real property covered by a Consumer Sublease or  
Affiliate Sublease (as defined in said incorporated ground  
lease).
3. The aforementioned incorporated ground lease pro-  
vides, among other things, that the Tenant shall pay all  
taxes, general and special assessments and other charges  
which, during the term of this lease, may be levied upon or  
assessed against the leased land and all interests therein.
4. The aforementioned incorporated ground lease al-  
so provides, among other things, that Tenant shall not en-  
cumber, assign or otherwise transfer said lease, or sublet  
the whole or any part of the leased land without the prior  
written consent and approval of Landlord, except as other-  
wise expressly permitted in said incorporated ground lease.

-1-

ORANGE,CA

Document: LS 13424.499

Page 1 of 5

Printed on 10/31/2019 3:47:52 PM

Page 166 of 214

001149

EXHIBIT 15, PAGE 354

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9262 09/24/2021 11:20 PM Received by California Secretary of State

BK 13362 PG 321  
BK 13424 PG 500

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any/or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California  
limited partnership by its  
general partners

By Clifford C. Houser  
Clifford C. Houser,  
General Partner

By Vernon F. Houser  
Vernon F. Houser,  
General Partner

\_\_\_\_\_  
Robert P. Harrington

"Landlord"

\_\_\_\_\_  
"Tenant"

-2-

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9263 09/24/2021 11:20 PM Received by California Secretary of State

BK 13362 PG 322

BK 13424 PG 501

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as per Map recorded in Book 108, Pages 47 and 48 inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

**\*\*THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.**

EXHIBIT "A"

ORANGE,CA  
Document: LS 13424.499

Page 3 of 5

Printed on 10/31/2019 3:47:53 PM

Page 168 of 214

001151

EXHIBIT 15, PAGE 356



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9264 09/24/2021 11:20 PM Received by California Secretary of State

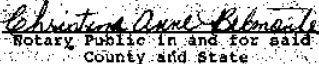
BK 13362 PG 323  
BK 13424 PG 502

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of OCTOBER, 1979,  
before me, a Notary Public, personally appeared Clifford C.  
Houser and Vernon F. Houser, known to me to be the general  
partners of the partnership that executed the within instru-  
ment, and acknowledged to me that such partnership executed  
the same.

WITNESS my hand and official seal.

OFFICIAL SEAL  
CHARLES A. BELMONT  
Notary Public-California  
ORANGE COUNTY  
My Commission Expires March 14, 1981

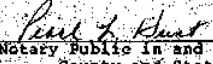
  
 Notary Public in and for said  
County and State

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 19th day of October, 1979, before me, the  
undersigned, a Notary Public in and for said State, person-  
ally appeared Robert P. Warrington, known to me to be the  
person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL  
PEARL C. HUNT  
Notary Public-California  
ORANGE COUNTY  
My Commission Expires Mar 28, 1981

  
 Notary Public in and for said  
County and State

-3-

ORANGE,CA  
Document: LS 13424.499

Page 4 of 5

Printed on 10/31/2019 3:47:53 PM

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9265 09/24/2021 11:20 PM Received by California Secretary of State

STATE OF CALIFORNIA  
COUNTY OF Orange BK 13424 PG 503  
On December 6, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Clifford G. Houser and Vernon P. Houser,  
known to me to be all of the partners of the partnership  
that executed the within instrument and acknowledged to me that  
such partnership executed the same.

WITNESS my hand and official seal.  
Signature Kerry K. Hoffman  
KERRY K. HOFFMAN  
Notary (Typed or Printed) (This area for official notarial seal)

STATE OF CALIFORNIA  
COUNTY OF Orange  
On December 6, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared  
Robert P. Warrington  
known to me to be the person whose name is  
subscribed to the within instrument and acknowledged to me  
that he executed the same.

WITNESS my hand and official seal.  
Signature Pearl L. Hunt  
PEARL L. HUNT  
Notary (Typed or Printed) (This area for official notarial seal)

ORANGE,CA  
Document: LS 13424.499

Page 5 of 5

Printed on 10/31/2019 3:47:53 PM

Page 170 of 214

001153

EXHIBIT 15, PAGE 358

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9266 09/24/2021 11:20 PM Received by California Secretary of State

8347  
32442  
\$5.00  
C1

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  
The Robert P. Warrington Co.  
16592 Hale Avenue  
Irvine, California 92714

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA  
8:01 AM OCT 22 1979  
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY FIRST AMERICAN TITLE INS. CO.  
RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA  
8:25 PM DEC 8 1979  
LEE A. BRANCH, County Recorder

GROUND SUBLEASE (SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this 19th day of October, 1979, by and between ROBERT P. WARRINGTON (hereinafter "Landlord") and THE ROBERT P. WARRINGTON CO., a California Corporation (hereinafter "Tenant"), upon the following terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described on Exhibit "A" attached hereto and made a part hereof, at the rental and upon all of the terms and conditions set forth in that certain unrecorded Ground Sublease of even date between Landlord and Tenant which is incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years, commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease provides, among other things, that it shall terminate as to the real property covered by a Consumer Sublease (as defined in said incorporated Ground Sublease) upon the commencement of the term of such Consumer Sublease.
3. The aforementioned incorporated Ground Sublease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.
4. The aforementioned incorporated Ground Sublease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said Sublease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for him and in his name, place and stead and for his use and benefit to exercise any or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated Ground Sublease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and

ORANGE,CA

Document: LS 13424.504

Page 1 of 4

Printed on 10/31/2019 3:47:53 PM

Page 171 of 214

001154

EXHIBIT 15, PAGE 359

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9267 09/24/2021 11:20 PM Received by California Secretary of State

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:

*Robert P. Warrington*  
Robert P. Warrington

TENANT:

The Robert P. Warrington Co.,  
a California Corporation

by *Roger D. Darnell*  
Roger D. Darnell  
Vice President

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss:

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARRINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

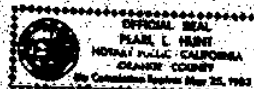
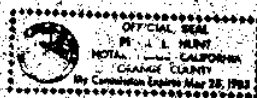
WITNESS my hand and official seal.



STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss:

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



-2-



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9268 09/24/2021 11:20 PM Received by California Secretary of State

STATE OF CALIFORNIA  
COUNTY OF Orange } N BK 13424 PG 508

On December 6, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared  
Robert P. Warrington

Known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature: Pearl L. Hunt  
PEARL L. HUNT  
(Name Typed or Printed)

OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires May 25, 1982

---

STATE OF CALIFORNIA  
COUNTY OF Orange }

On December 6, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Roger D. Darnell

known to me to be the Vice President of the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Pearl L. Hunt  
PEARL L. HUNT  
(Name Typed or Printed)

OFFICIAL SEAL  
PEARL L. HUNT  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires May 25, 1982

ORANGE, CA  
Document: LS 13424.504

Page 3 of 4

Printed on 10/31/2019 3:47:54 PM

Page 173 of 214

001156

EXHIBIT 15, PAGE 361

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9269 09/24/2021 11:20 PM Received by California Secretary of State

BK 13424 Pg 507

BK 13362 Pg 319

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

**\*\*THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.**

EXHIBIT "A"

ORANGE,CA  
Document: LS 13424.504

Page 4 of 4

Printed on 10/31/2019 3:47:54 PM

Page 174 of 214

001157

EXHIBIT 15, PAGE 362

1 Rian W. Jones, Bar No. 118830  
 rjones@epsten.com

2 Joyce J. Kapsal, Bar No. 091950  
 jkapsal@epsten.com

3 Pejman D. Kharrazian, Bar No. 279260  
 pkharrazian@epsten.com

4 EPSTEN GRINNELL & HOWELL APC  
 10200 Willow Creek Road, Suite 100  
 5 San Diego, California 92131  
 (858) 527-0111/ Fax (858) 527-1531

6 Attorneys for Plaintiff, THE HUNTINGTON  
 7 BEACH GABLES HOMEOWNERS ASSOCIATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

10  
 11 THE HUNTINGTON BEACH GABLES  
 HOMEOWNERS ASSOCIATION, a California  
 12 Nonprofit Mutual Benefit Corporation,

13 Plaintiff,

14 v.

15 SANDRA L. BRADLEY, individually and  
 16 as Trustee of the Sandra L. Bradley Trust;  
 JAMIE L. GALLIAN, an individual; and  
 17 DOES 1 through 25, inclusive,

18 Defendants.

Case No. 30-2017-00913985-CU-CO-CJC

Judge: Hon. James L. Crandall, Dept.: C33

**DECLARATION OF PEJMAN D.  
 KHARRAZIAN IN SUPPORT OF  
 PLAINTIFF'S EX PARTE APPLICATION  
 TO CONTINUE THE TRIAL**

Hearing Date: November 9, 2018

Hearing Time: 8:30 a.m.

Dept.: C33

FAC Filed: May 16, 2017

Trial Date: December 10, 2018

19  
 20 I, Pejman D. Kharrazian, declare:

21 1. I am an attorney at law licensed to practice in the State of California, employed  
 22 by the law firm of Epsten Grinnell & Howell, APC, attorneys of record for Plaintiff THE  
 23 HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION ("Association").

24 2. I have personal knowledge of the facts stated herein and could and would  
 25 testify to said facts if sworn as a witness in these proceedings.

26 3. Trial in this matter is currently set for December 10, 2018. The Court set this  
 27 trial date at the hearing on Association's Motion to Enter Judgment Pursuant to the Terms of  
 28 Stipulation for Settlement (under Code Civ. Proc. § 664.6) on July 19, 2018 because the

1

DECLARATION OF PEJMAN D. KHARRAZIAN IN SUPPORT OF THE HUNTINGTON BEACH GABLES  
 HOMEOWNERS ASSOCIATION'S EX PARTE APPLICATION TO CONTINUE THE TRIAL

3695895v1



1 original trial date was vacated when it appeared the parties had settled. No other trial  
2 continuances have been sought or granted in this case.

3 4. On November 1, 2018, the parties appeared in Court for a motion hearing. At  
4 the hearing Ms. Gallian represented to the Court that she had sold her unit within the  
5 Association.

6 5. The Association began investigating the purported sale and on November 5,  
7 2018, was able to obtain copies of the transfer documents for the unit from the County  
8 Recorder's office. A true and correct copy of an Assignment of Sublease purporting to  
9 transfer the unit to Randall L. Nickel is attached hereto as **Exhibit A**.

10 6. The Association has asked Ms. Gallian for proof that the buyer is a bona fide  
11 purchaser for value but as of the signing of this Declaration has received no reply from her.

12 7. The Association is concerned that this may be a fraudulent transfer to defraud  
13 creditors because the Assignment of Sublease (Ex. A) was done very quickly *out of escrow*  
14 and the document states it is a transfer for *no consideration*.

15 8. The Association sits on leased land and the landlord, BS Investors LLC, has  
16 filed and served an unlawful detainer action (Orange County Case No. 30-2018-01024401-  
17 CU-UD-CJC) seeking to remove Ms. Gallian from her unit in the Association and terminate  
18 her sublease. The unlawful detainer action was filed on October 10, 2018, before the  
19 purported sale of the unit by Ms. Gallian. A true and correct copy of the complaint in the  
20 unlawful detainer action, without exhibits, and filed by BS Investors LLC is attached as  
21 **Exhibit B** hereto.

22 9. The sale of Ms. Gallian's unit and her departure from the community has been  
23 the lynchpin of the settlement negotiations by the parties. Assuming the unit has been properly  
24 sold or Ms. Gallian is evicted, the Association believes it can work with the new owner to  
25 correct the violations that Ms. Gallian created during her ownership, thereby achieving its  
26 litigation objective and eliminating the need for a trial.

27 10. Ms. Gallian has not complied with the Court's order of September 27, 2018  
28 (ROA #564) to supply verified responses, without objection, to four sets of written discovery.

1 The Association will need to file further motions to compel her responses and seek further  
 2 sanctions against her, including terminating sanctions because of her willful refusal to comply  
 3 with this Court's orders. Ms. Gallian has not paid the sanctions ordered either.

4 11. Ms. Gallian's deposition was timely noticed for September 28, 2018. Although  
 5 she appeared for her deposition, she unilaterally terminated it after 3 hours while questions  
 6 were pending. To date, Ms. Gallian has refused to provide dates to complete her deposition.  
 7 The Association will need to file a motion to compel her deposition and seek further sanctions  
 8 against her, including terminating sanctions because of her willful refusals.

9 12. On October 17, 2018, Ms. Gallian sent the Association a letter advising that she  
 10 plans to amend her cross-complaint against the Association. A true and correct copy of Ms.  
 11 Gallian's undated letter without exhibits (received on October 17, 2018 by my firm) is attached  
 12 hereto as Exhibit C.

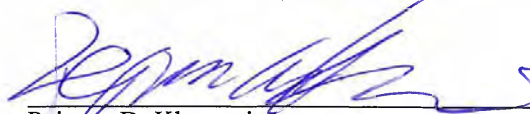
13 13. A trial continuance is necessary to allow the Association time to file  
 14 terminating sanctions against her prior to the trial. Further, in the event the Association is able  
 15 to confirm the sale of the subject unit was to a bona fide purchaser, and the purchaser agrees to  
 16 bring the unit into compliance with the governing documents, the Association will have met its  
 17 litigation objective without need of a lengthy trial. Only a noticed motion to deem the  
 18 Association the prevailing party and for an award attorneys' fees and costs would be  
 19 necessary.

20 DECLARATION REGARDING EX PARTE NOTICE TO DEFENDANT

21 14. On November 8, 2018, my office informed Defendant Jamie L. Gallian, by  
 22 email communication, of the Association's ex parte application.

23 I declare under penalty of perjury under the laws of the State of California that the  
 24 foregoing is true and correct.

25 Executed this 7 day of November, 2018, at San Diego, California.

26   
 27 Pejman D. Kharrazian  
 28

B0432-9273 09/24/2021 11:20 PM Received by California Secretary of State

**RECORDING REQUESTED BY:**

**Mr. Randy Nickel  
4476 Alderport Drive  
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

 96.00

\* \$ R 0 0 1 0 4 4 6 0 2 6 \$ \*

2018000395579 2:35 pm 10/31/18  
227 415 A34 5  
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

**MAIL TAX STATEMENTS TO:**

**Mr. Randy Nickel  
4476 Alderport Drive.  
Huntington Beach, CA 92649**

Lease from Present to 2059

---

**TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE**

**WHEN RECORDED MAIL TO:**  
**(Assignee's Name & Address)**  
**MR. RANDALL L. NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

**Mail tax statements to:**  
**MR. RANDALL L NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

---

(Space Above this Line for Recorder's Use)

**ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE**

No Consideration. Term of Lease Less Than 99 years.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain GROUND LEASE also known as the MASTER LEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980 for that certain MASTER LEASE dated October 19, 1979; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **\*\*Instrument No. 8691.****

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain SUBLEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **\*\*Instrument No. 8692;****

**WHEREAS**

**For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **\*\*Instrument No. 8693;****

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE, dated August 1, 1980**, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, **\*\*Instrument No. 8694;**

As amended by the **FIRST AMENDMENT TO CONDOMINIUM SUBLEASE** effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, **\*\*Instrument No. 8695;**

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE (SHORT FORM - MEMORANDUM AND GRANT DEED, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, **\*\*Instrument No. 8696.**

DATED: 10/31/18

  
ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA     )  
  ) ss.

COUNTY OF ORANGE

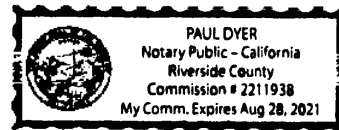
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public  
Personally appeared Jamie L Gallian

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Signature of Notary Public

(This space for Notary Seal)

**ASSIGNMENT OF CONDOMINIUM SUBLEASE****ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

Randall L. Nickel  
ASSIGNEE RANDALL L NICKEL

STATE OF CALIFORNIA )  
 ) ss.

**COUNTY OF ORANGE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,  
Personally appeared Randall L. Nickel

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

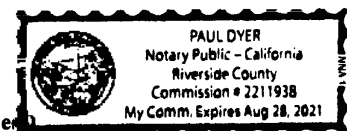
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

(This space for Notary Seal)





**EXHIBIT A (LEGAL)**

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

- (A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**  
**APN: 937-63-053, Unit 53.**
- (B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**  
**APN: 937-63-053, Unit 53.**

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).



ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange10/18/2018 at 01:23:34 PM  
Clerk of the Superior Court  
By Alan Silva, Deputy Clerk

CM-020

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>JAMIE LYNN GALLIAN</b> <b>4476 ALDERPORT DRIVE</b> <b>HUNTINGTON BEACH, CA 92649</b>  TELEPHONE NO.: 714-321-3449 FAX NO. (Optional): E-MAIL ADDRESS (Optional): jamiegallian@gmail.com ATTORNEY FOR (Name): IN PRO PER		<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: SANTA ANA, CALIFORNIA 92701 BRANCH NAME: CENTRAL JUSTICE CENTER		
PLAINTIFF/PETITIONER: BS Investors LP a california limited partnership DEFENDANT/RESPONDENT: Jamie L Gallian		
EX PARTE APPLICATION FOR EXTENSION OF TIME TO SERVE PLEADING AND <input checked="" type="checkbox"/> ORDER EXTENDING TIME TO SERVE AND <input type="checkbox"/> ORDER CONTINUING CASE MANAGEMENT CONFERENCE		
Note: This ex parte application will be considered without a personal appearance. (See Cal. Rules of Court, rule 3.1207(2).)		CASE NUMBER: 30-2018-01024401 cu-ud-cjc  HEARING DATE: DEPT.: TIME:

1. Applicant (name): Jamie L Gallian

is

- a. ☐ plaintiff  
 b. ☐ cross-complainant  
 c. ☐ petitioner  
 d. ☒ defendant  
 e. ☐ cross-defendant  
 f. ☐ respondent  
 g. ☐ other (describe):

2. The complaint or other initial pleading in this action was filed on (date):

3. Applicant requests that the court grant an order extending time for service of the following pleading:

- a. ☐ Complaint  
 b. ☐ Cross-complaint  
 c. ☐ Petition  
 d. ☒ Answer or other responsive pleading  
 e. ☐ Other (describe):

4. Service and filing of the pleading listed in item 3 is presently required to be completed by (date): 10-22-18

5. Previous applications, orders, or stipulations for an extension of time to serve and file in this action are:

- a. ☒ None  
 b. ☐ The following (describe all, including the length of any previous extensions):

6. Applicant requests an extension of time to serve and file the pleading listed in item 3 on the following parties (name each):

BS Investors, LP, a california limited partnership

Form Approved for Optional Use  
Judicial Council of California  
CM-020 (Rev. January 1, 2008)EX PARTE APPLICATION FOR EXTENSION OF TIME  
TO SERVE PLEADING AND ORDERSPage 1 of 2  
Cal. Rules of Court,  
rules 3.110, 3.1200-3.1207  
www.courtinfo.ca.gov

CM-020

CASE NAME:  
BS Investors, LP v Jamie L Gallian

CASE NUMBER:  
30-2018-01024401-CU-UD-CJC

7. The pleading has not yet been filed and served on the parties listed in item 6 for the following reasons (describe the efforts that have been made to serve the pleading and why service has not been completed):

Only a flight attendant and received the serv on Friday 10-12-18, 7:02pm. I request additional time to hire an atty and gather monies to pay filing fees and atty. This case is part of case no. 30-2017-00913985, C-33.

☐ Continued on Attachment 7.

8. An extension of time to serve and file the pleading should be granted for the following reasons:

This case is part of another civil matter 30-2017-00913985, C-33. The plaintiff in this case was noticed to ADR for attempting to fraudulently lien my separate property in an HOA after Judge Crandall C-33, on July 19, 2018, denied MOT to enforce settlement agreement under 664.6, found "no meeting of the minds." The HOA and Landlord are bullying me and filing new causes of action under new case numbers. The alleged breach in the UD-100, is NOT a HOA Special Assessment under \$5600,5605, it is a fraud. monetary penalty For a split tree branch, removed by 2 gentlemen out off the sidewalk. Trial 12-10-18 C-33

☐ Continued on Attachment 8.

9. If an extension of time is granted, filing and service on the parties listed in item 6 will be completed by (date):

Within 30 days of service November 12, 2018. BS Investors is a party(Cross-defendant) to the civil action. Mandatory settlement conference by Judge Crandall, C-33 scheduled for October 26, 2018, C-33, 8:30a.

10. Notice of this application under rules 3.1200-3.1207 ☒ has been provided as required (describe all parties or counsel to whom notice was given; the date, time, and manner of giving notice; what the parties or counsel were told and their responses; and whether opposition is expected) or ☐ is not required (state reasons):

Exparte Resv. C-33, email sent Oct 16, 2018 to Notice of exparte hearing October 17, 2018, C-33, Honorable James Crandall was sent to BS Investors attorney Gordon G. May SBN 167112 ggm@ggb-law.com and a copy of email was sent to BS Investors President Hugh Saddington at hugh@afpscpa.com

☐ Continued on Attachment 10.

11. Number of pages attached: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10-18-18

Jamie L Gallian

(TYPE OR PRINT NAME OF APPLICANT OR ATTORNEY FOR APPLICANT)



(SIGNATURE OF APPLICANT OR ATTORNEY FOR APPLICANT)

Order on Application is ☐ below ☐ on a separate document.

### ORDER

- The application for an order extending time to serve and file the pleading is ☐ granted ☐ denied.
- The pleading must be served and filed no later than (date):
- ☐ The case management conference is rescheduled to:
  - Date:
  - Time:
  - Place:
- Other orders:
- A copy of this application and order must be served on all parties or their counsel that have appeared in the case.

Date:

JUDICIAL OFFICER

CM-020 [Rev. January 1, 2008]

**EX PARTE APPLICATION FOR EXTENSION OF TIME  
TO SERVE PLEADING AND ORDERS**

Page 2 of 2

B0432-9279-09/24/2021-11:20 PM Received by California Secretary of State

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address). <b>Gordon G. May (SBN 167112)</b> <b>GRANT, GENOVESE &amp; BARATTA, LLP</b> 2030 Main Street, Suite 1600 Irvine, CA 92614  TELEPHONE NO (949) 660-1600 FAX NO (Optional). (949) 660-6060 E-MAIL ADDRESS (Optional). ggm@ggb-law.com ATTORNEY FOR (Name): Plaintiff BS INVESTORS, LLC	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange <b>10/10/2018</b> at 01:27:15 PM Clerk of the Superior Court By Diana Cuevas, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS 700 Civic Center Drive West MAILING ADDRESS CITY AND ZIP CODE Santa Ana, CA 92701 BRANCH NAME CENTRAL JUSTICE CENTER	
PLAINTIFF BS INVESTORS, LLC, a California limited liability company  DEFENDANT JAMIE L. GALLIAN, an individual and DOES 1 to 20, inclusive  <input type="checkbox"/> DOES 1 TO _____	
<b>COMPLAINT — UNLAWFUL DETAINER*</b> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): _____	CASE NUMBER 30-2018-01024401-CU-UD-CJC
<b>Jurisdiction (check all that apply):</b> <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1 PLAINTIFF (name each): BS INVESTORS, LLC, a California limited liability company

alleges causes of action against DEFENDANT (name each): JAMIE L. GALLIAN, an individual

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.  
 (2) ☐ a public agency. (5) ☐ a corporation.  
 (3) ☒ other (specify): a California limited liability company

b. ☒ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):  
**BS INVESTORS, LLC**

3 Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
**4476 Alderport Drive, Huntington Beach, CA 92649, County of Orange**

4 Plaintiff's interest in the premises is ☐ as owner ☒ other (specify): Ground Sublessor

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): March 22, 2017 defendant (name each): JAMIE L. GALLIAN, an individual

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): See Lease Exs 1 & 1a

(2) agreed to pay rent of \$ \_\_\_\_\_ payable ☐ monthly ☒ other (specify frequency): Quarterly

(3) agreed to pay rent on the ☐ first of the month ☒ other day (specify):

b This ☒ written ☐ oral agreement was made with

(1) ☒ plaintiff.

(3) ☐ plaintiff's predecessor in interest.

(2) ☐ plaintiff's agent

(4) ☐ other (specify):

\*NOTE Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): BS INVESTORS, LLC, a California limited liability company	CASE NUMBER
DEFENDANT (Name): JAMIE L. GALLIAN, an individual and DOES 1 to 20, inclusive	

6 c. ☒ The defendants not named in item 6a are

- (1) ☐ subtenants  
 (2) ☐ assignees.  
 (3) ☒ other (specify): Unknown DOE defendants.

d. ☐ The agreement was later changed as follows (specify):

e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
 (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a Defendant (name each): JAMIE L. GALLIAN, an individual

was served the following notice on the same date and in the same manner:

- (1) ☐ 3-day notice to pay rent or quit (4) ☐ 3-day notice to perform covenants or quit  
 (2) ☐ 30-day notice to quit (5) ☐ 3-day notice to quit  
 (3) ☐ 60-day notice to quit (6) ☒ Other (specify): Ten Day Notice to Cure or Quit  
 b. (1) On (date): October 9, 2018 the period stated in the notice expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date  
 c. All facts stated in the notice are true.  
 d. ☒ The notice included an election of forfeiture  
 e. ☒ A copy of the notice is attached and labeled Exhibit 2 (Required for residential property. See Code Civ. Proc., § 1166.)  
 f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☐ by personally handing a copy to defendant on (date):  
 (2) ☐ by leaving a copy with (name or description):  
 a person of suitable age and discretion, on (date): at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date): because defendant cannot be found at defendant's residence or usual  
 place of business  
 (3) ☒ by posting a copy on the premises on (date): September 26, 2018 ☒ AND giving a copy to a person found  
 residing at the premises AND mailing a copy to defendant at the premises on  
 (date): September 26, 2018  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.  
 (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail  
 addressed to defendant on (date):  
 (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.

b. ☐ (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): BS INVESTORS, LLC, a California limited liability company  DEFENDANT (Name): JAMIE L. GALLIAN, an individual and DOES 1 to 20, inclusive	CASE NUMBER
--	-------------

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. ☒ The fair rental value of the premises is \$ 24.05 per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |   |   |
|---|---|
| a. possession of the premises.<br>b. costs incurred in this proceeding:<br><input type="checkbox"/> past-due rent of \$<br>c. <input checked="" type="checkbox"/> reasonable attorney fees<br>e. <input checked="" type="checkbox"/> forfeiture of the agreement. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from<br>(date): October 1, 2018 for each day that<br>defendants remain in possession through entry of judgment.<br>g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in<br>item 12.<br>h. <input checked="" type="checkbox"/> other (specify): Such other relief as the Court deems<br>proper. |
|---|---|

18. ☒ Number of pages attached (specify): 3

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

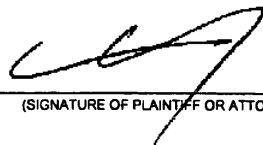
19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

- |  |  |
|--|--|
| a. Assistant's name:<br>b. Street address, city, and zip code: | c. Telephone No.:<br>d. County of registration:<br>e. Registration No.:<br>f. Expires on (date): |
|--|--|

Date: October 10, 2018

Gordon G. May

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF)

**ATTACHMENT 15**

Plaintiff is informed and believes and thereon alleges as follows:

- A) On or about March 22, 2017, Defendant Jamie L. Gallian, an individual ("Defendant") assumed the written Condominium Lease and all obligations and duties of the tenant thereunder when Defendant acquired the leasehold interest by Assignment of Lease (See Exhibits 1, 1a).
- B) Section 7 of the Condominium Lease requires Defendant to fully comply with and abide by the terms of, covenants, restrictions, provisions and conditions of the Declaration [the CC&R for the Huntington Beach Gables development where the Premises is located] and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord in connection with the Premises.

- C) The Huntington Beach Gables Homeowners' Association levied a Special Assessment in the amount of \$5,300.50 on Defendant, and provided Defendant and her attorney with specific written detail about the Special Assessment on February 16, 2018.
- D) Defendant breached the Condominium Lease by failing to pay the Huntington Beach Gables Homeowners' Association Special Assessment as specified in the Ten Day Notice to Cure or Quit attached hereto as Exhibit 2. Defendant is in default under the Condominium Lease for failing to cure as required under Section 14, giving Plaintiff the right to terminate the Lease pursuant to Section 17B, which provides in part: "By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession thereof therefrom and repossess said leased land".




**VERIFICATION**

I, Hugh M. Saddington, am an authorized agent for BS Investors, LLC, a California limited liability company. I have read the attached Complaint - Unlawful Detainer and am informed and believe that the matters stated therein are true and on that ground allege that the matters stated therein are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on October 10, 2018 at Irvine, California.

BS INVESTORS, LLC  
a California Limited Liability Company

By: LPL Asset Management Corporation,  
a California Corporation  
Its: Member

By:   
\_\_\_\_\_  
Hugh M. Saddington  
Its: President

Epsten, Grinnell & Howell  
10200 Willow Creek Rd. Ste. 100  
San Diego, CA 92131

RE: Regarding refusal to ADR request dated September 17, 2018

Mr. Kharrazian:

Regarding your clients response and refusal to participate in ADR, I am a home-owner and member of The Huntington Beach Gables Homeowners Association. The Association is already in violation by attempting to lien a member's separate property for a fraudulent Special Assessment. Please forward my request for consideration to participate in ADR. The Association's frivolous TRO filings are not relevant to participation in Member requested ADR. The Board can chose an Ad-hoc committee to participate.

In regards to the Association's fraudulent WVTRO and Jasso antics and fraudulent filings, please let this letter serve as Notice I intend to file two Motions. The first will be a MOT to vacate the fraudulent WVTRO and then sanctions against you and your firm, after which a claim with the Orange County Bar Association, as well as the El Paso Bar Association against Jasso.

Additionally, please let this serve as my attempt to Meet and Confer regarding my intent to Amend my cross-complaint against The Huntington Beach Gables Homeowners Association.

Lastly, your comments are childish and your actions are of a child's tantrum. I am not the one whose Motion was ruled against on July 19, 2018. A copy is attached in case you forgot.

Always a pleasure, Pejman.

Sincerely,

Jamie Gallian

Encl. Conformed Copy - Ruling on Motion to enforce settlement agreement.

B0432-9287 09/24/2021 11:20 PM Received by California Secretary of State

From: **Jamie Gallian** [jamiegallian@gmail.com](mailto:jamiegallian@gmail.com) @  
 Subject: Per your request. Filed after I sold my home on 10-31-18. Pejman is who said the trial was "Moot" Fwd: Notice of Ex Parte Hearing on 11/9/2018 at 8:30 am Huntington Beach Gables v. Gallian (37-2017-00913985-CU-CO-CJC)  
 Date: December 26, 2019 at 6:25 PM  
 To: Steve Fink [sfink@stevefinklaw.com](mailto:sfink@stevefinklaw.com)  
 Cc: Jamie Gallian [jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)



Begin forwarded message:

From: "Joy A. Carpio" <[jcarpio@epsten.com](mailto:jcarpio@epsten.com)>  
 Subject: **Huntington Beach Gables v. Gallian (37-2017-00913985-CU-CO-CJC) - Notice of Ex Parte Hearing on 11/9/2018 at 8:30 am**  
 Date: November 8, 2018 at 9:30:34 AM PST  
 To: "[jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)" <[jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)>  
 Cc: "Pejman D. Kharrazian" <[pkharrazian@epsten.com](mailto:pkharrazian@epsten.com)>

Ms. Gallian,

Please take notice that on November 9, 2018 at 8:30 am, in Department C33 of the Orange County Superior Court located at 700 W. Civic Center Dr., Santa Ana, California, the Association will seek an ex parte order to continue the December 10, 2018 trial date and related dates in Orange County Superior Case No. 37-2017-00913985-CU-CO-CJC. Attached are the following papers that have been filed with the Court:

1. Plaintiff's Ex Parte Application to Continue Trial; Memorandum of Points and Authorities in Support Thereof;
2. Declaration of Pejman D. Kharrazian in Support of Plaintiff's Ex Parte Application to Continue the Trial; and
3. [PROPOSED] Order regarding Plaintiff The Huntington Beach Gables Homeowners Association's Ex Parte Application to Continue the Trial

Please let us know if you plan to attend the ex parte hearing.

Thank you,

Joy Carpio, Secretary  
 On Behalf of Pejman D. Kharrazian, Esq.

**Joy A. Carpio**  
**Legal Assistant**  
 10200 Willow Creek Road, Suite 100 | San Diego, CA 92131  
 Phone: 1.858.527.0111 | Fax: 1.858.527.1531 | [www.epsten.com](http://www.epsten.com)

**Epsten Grinnell & Howell**  
Attorneys Serving Community Associations<sup>SM</sup>  
 San Diego | Coachella Valley | Inland Empire



This message contains information which may be confidential or legally privileged. Unless you are the addressee (or are authorized to receive e-mail for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message or any attachment. If you have received the message in error, please advise the sender by reply e-mail and delete the message and any attachments and destroy all hard copies. Thank you.

Federal Law Disclosure – If you are a person receiving this email communication in relation to a debt you owe, please be advised of the following, as required by Federal law: **This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.**



[CONFORMED]  
 Declar...an.PDF



[CONFORMED]  
 Plaintiff...an.PDF



[PROPOSED]  
 Order r...ial.PDF

1 Rian W. Jones, Bar No. 118830  
 rjones@epsten.com  
 2 Joyce J. Kapsal, Bar No. 091950  
 jkapsal@epsten.com  
 3 Pejman D. Kharrazian, Bar No. 279260  
 pkharrazian@epsten.com  
 4 EPSTEN GRINNELL & HOWELL APC  
 10200 Willow Creek Road, Suite 100  
 5 San Diego, California 92131  
 (858) 527-0111/ Fax (858) 527-1531  
 6

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Orange

**11/07/2018** at 04:20:00 PM  
 Clerk of the Superior Court  
 By Sonya Wilson, Deputy Clerk

7 Attorneys for Plaintiff, THE HUNTINGTON  
 BEACH GABLES HOMEOWNERS ASSOCIATION

8  
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 10 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 THE HUNTINGTON BEACH GABLES  
 HOMEOWNERS ASSOCIATION, a California  
 12 Nonprofit Mutual Benefit Corporation,

Case No. 30-2017-00913985-CU-CO-CJC

Judge: Hon. James L. Crandall, Dept.: C33

13 Plaintiff,

**PLAINTIFF'S EX PARTE APPLICATION  
 TO CONTINUE TRIAL; MEMORANDUM  
 OF POINTS AND AUTHORITIES IN  
 SUPPORT THEREOF**

14 v.

15 SANDRA L. BRADLEY, individually and  
 16 as Trustee of the Sandra L. Bradley Trust;  
 JAMIE L. GALLIAN, an individual; and  
 17 DOES 1 through 25, inclusive,

Hearing Date: November 9, 2018  
 Hearing Time: 8:30 a.m.  
 Dept.: C33

18 Defendants.

FAC Filed: May 16, 2017  
 Trial Date: December 10, 2018

19  
 20 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:**

21 PLEASE TAKE NOTICE that on November 9, 2018, at 8:30 a.m. or as soon thereafter  
 22 as this matter may be heard in Department 33 of the County of Orange Superior Court, Central  
 23 Justice Center, located at 700 Civic Center Drive, Santa Ana, California 92701, Plaintiff The  
 24 Huntington Beach Gables Homeowners Association will and hereby does apply ex parte to this  
 25 Court for an order to continue the trial date, which is currently set for December 10, 2018, and  
 26 other related dates.

27 ///

28 ///

1 This Application is brought pursuant to California Rules of Court 3.1200 *et seq.* and  
2 California Rules of Court 3.1332. This Application is based upon this Notice, the attached  
3 Memorandum of Points and Authorities in support thereof; the Declaration of Pejman D.  
4 Kharrazian in support thereof; and the pleadings, records and files herein; as well as any oral  
5 and documentary evidence that may be presented at the time of the ex parte hearing.

6  
7 Dated: November 7, 2018

EPSTEN GRINNELL & HOWELL, APC

8  
9 By: 

10 Rian W. Jones  
11 Joyce J. Kapsal  
12 Pejman D. Kharrazian  
13 Attorneys for Plaintiff The Huntington Beach  
14 Gables Homeowners Association  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Trial in this matter is currently set for December 10, 2018. This Ex Parte Application to continue the trial and related dates is made under California Rules of Court 3.1332(c-d) and the policy of judicial economy and is based on the following grounds:

- A. The Association recently learned Defendant Jamie L. Gallian has purportedly sold the unit within the Association to a third party bona fide purchaser for value and vacated the Association;
- B. The entity who owns the land the Association sits on—BS Investors LLC—recently served Ms. Gallian with an unlawful detainer action seeking to remove her from the unit, which is currently pending;
- C. Ms. Gallian willfully refuses to comply with this Court’s September 27, 2018 order to respond to four sets of written discovery and refuses to complete her deposition, and the Association will need to further move this Court to compel Ms. Gallian’s compliance or issue terminating sanctions for her willful failure before trial;
- D. Ms. Gallian is trying to add new parties and claims to the lawsuit at the eleventh hour.

**II. GOOD CAUSE EXISTS FOR CONTINUANCE OF THE TRIAL**

A trial continuance is strongly supported by the factors to be considered under California Rules of Court 3.1332(c-d) and the policy of judicial economy. A trial continuance is properly sought through an ex parte application. (See Rule 3.1332(b).)

**A. Ms. Gallian’s purported sale of the unit may deem a trial unnecessary.**

On November 1, 2018, at a motion hearing before this Court, Ms. Gallian suggested she had sold her unit within the Association—the unit that is the subject of this lawsuit. (Declaration of Pejman D. Kharrazian [“Kharrazian Decl.”] at ¶4.) The Association has been trying to determine if the buyer is a bona fide third party purchaser for value. (*Id.* at ¶5.) To date, Ms. Gallian has refused requests by the Association to provide the purchase sale

1 agreements or other relevant documents regarding the transfer. (*Id.* at ¶6.) The Association  
 2 was able to obtain the Assignment of Condominium Sublease (Ex. A to Kharrazian Decl.)  
 3 from the County Recorder. The Assignment of Condominium Sublease suggests the transfer  
 4 was done out of escrow and for “no consideration”—which is concerning to the Association.  
 5 (*Id.* at ¶7.) If it is determined the transfer is legitimate and to a bona fide purchaser for value,  
 6 and not an attempt at a fraudulent transfer by Ms. Gallian, it is very likely a trial will not be  
 7 necessary in this case. Instead, the Association will have achieved its litigation objective and  
 8 can move, by a noticed motion, to be deemed the prevailing party and entitled to an award of  
 9 its attorneys’ fees and costs.

10 **B. The unlawful detainer action filed by BS Investors LLC may deem a trial**  
 11 **unnecessary.**

12 On the other hand, if it is determined the buyer is not a bona fide third party purchaser  
 13 for value, the landlord<sup>1</sup>, BS Investors LLC, filed and served an unlawful detainer action  
 14 against Ms. Gallian in October 2018. A true and correct copy of the complaint in the unlawful  
 15 detainer action is attached as Exhibit B to the Declaration of Pejman D. Kharrazian. If the  
 16 unlawful detainer action is successful it will very likely alleviate the need for trial.

17 A continuance of the trial date allows time for Ms. Gallian to vacate the premises (by  
 18 sale or eviction) and allows the Association the opportunity to work with the new owner to  
 19 bring the unit into compliance with the governing documents without needlessly going through  
 20 a lengthy trial and incurring additional costs and legal fees in preparing for trial. This would  
 21 also alleviate significant burdens on the Court in having to accommodate a lengthy trial and  
 22 multiple motion hearings.

23 **C. Even if the sale or eviction do not materialize, a trial continuance is**  
 24 **necessary to allow for Ms. Gallian’s flagrant and willful discovery abuses**  
 25 **to be addressed.**

26 Assuming the sale or unlawful detainer action do not resolve this case and trial is  
 27 necessary, the Association will need to file five motions to compel (four motions to enforce

28 <sup>1</sup> The Association sits on leased land and the units are subject to a ground lease. BS Investors LLC is the landlord.



1 the prior orders of this Court regarding written discovery and one motion to compel Ms.  
 2 Gallian's deposition that she is willfully evading). (Kharrazian Decl. at ¶¶10-11.) The  
 3 Association will still need a trial continuance to allow these flagrant discovery abuses by Ms.  
 4 Gallian to be heard by the Court and resolved. Ms. Gallian is the lone defendant and key  
 5 witness in this case, so if a trial is necessary in this case, it is absolutely imperative she be  
 6 ordered to sit for her deposition and provide meaningful responses to written discovery.  
 7 Alternatively, it is imperative that terminating sanctions be issued if she continues her willful  
 8 refusal to comply with Court orders and discovery rules to avoid the Association from being  
 9 ambushed at trial by Gallian's testimony. To deny a trial continuance will severely prejudice  
 10 the Association's ability to properly present its case at trial.

11 **D. Ms. Gallian continues to try and expand the case by adding new parties**  
 12 **and claims.**

13 Ms. Gallian is trying to bring BS Investors LLC into the case at this late stage in the  
 14 lawsuit. Ms. Gallian has named BS Investors LLC in this lawsuit and BS Investors LLC has  
 15 filed a motion to quash service, which is set to be heard on November 8, 2018. In addition to  
 16 trying to add new parties on the eve of trial, on October 17, 2018, Ms. Gallian sent the  
 17 Association a letter advising that she also plans to amend her cross-complaint against the  
 18 Association (Ex. C to Kharrazian Decl.), as follows:

19 "Additionally, please let this serve as my attempt to Meet and Confer regarding  
 20 my intent to Amend my cross-complaint against The Huntington Beach Gables  
 Homeowners Association."

21 Finally, other than the initial trial date being vacated when this case appeared to settle  
 22 in March 2018, no previous continuances of the trial have been requested or granted.  
 23 (Kharrazian Decl. at ¶3.)

24 The Association proposes that the trial be continued for 120 days (in or about April  
 25 2019) to allow sufficient time for the status of the sale of the unit to be confirmed or  
 26 alternatively for the unlawful detainer action to be heard.

27 ///

28 ///

1 **III. CONCLUSION**

2 It appears Ms. Gallian has sold her unit in the Association. If the Association can  
3 confirm this sale is to a bona fide third party, then a trial may be unnecessary. If it is  
4 determined the sale is a fraudulent transfer or is otherwise problematic, an unlawful detainer  
5 action has been filed and served by BS Investors LLC seeking to evict Ms. Gallian from the  
6 unit, which would like make a trial in this action unnecessary.

7 Assuming neither the sale nor eviction occur, there are serious discovery abuses by Ms.  
8 Gallian that need to be addressed prior to trial, and a continuance is necessary to protect the  
9 interests of the Association.

10 Therefore, in the interests of justice and for good cause, a continuance is warranted in  
11 this matter to allow the sale or unlawful detainer action to play out. We respectfully request  
12 the Court issue an order continuing the date of trial for approximately 120 days, or to a date  
13 convenient to the Court's calendar.

14  
15 Dated: November 7, 2018

EPSTEN GRINNELL & HOWELL, APC

16  
17 By: 

18 Rian W. Jones  
19 Joyce J. Kapsal  
20 Pejman D. Kharrazian  
21 Attorneys for Plaintiff The Huntington Beach  
22 Gables Homeowners Association  
23  
24  
25  
26  
27  
28

**COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
MINUTE ORDER**

DATE: 11/09/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Eric Yu

REPORTER/ERM: Janet (ACRPT) Taylor CSR# 9463

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017

CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72926149

**EVENT TYPE:** Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/07/2018

**APPEARANCES**

BRENDA K. RADMACHER, specially appearing for Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s).

PEJMAN D. KHARRAZIAN, specially appearing for Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Ex-Parte application for TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE FOR PRELIMINARY INUNCTION TO ENJOIN DISBURSEMENTS FROM PROCEEDS OF SALE OF REAL PROPERTY, OR ALTERNATIVELY, FOR AN ORDER REQUIRING GALLIAN TO DEPOSIT AT LEAST \$52,145.27 WITH THE COURT is requested by the Huntington Beach Gables Homeowners Association and Board members'.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Ex Parte application for Temporary restraining order and order to show cause for preliminary inunction to enjoin disbursements from proceeds of sale of real property, or alternatively, for an order requiring gallian to deposit at least \$52,145.27 with the court is denied without prejudice.

Ex-Parte application TO CONTINUE TRIAL is requested by Plaintiff.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

DATE: 11/09/2018

MINUTE ORDER

Page 1

DEPT: C33

October 11, 2018

Homeowners Association vs. Bradley

---

EX PARTE APPLICATION TO CONTINUE TRIAL is denied.

B0432-9295 09/24/2021 11:20 PM Received by California Secretary of State

---

DATE: 11/09/2018

MINUTE ORDER

Page 2

DEPT: C33

Calendar No.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

The Huntington Beach Gables Homeowners Association  
c/o Elite Community Management  
38760 Sky Canyon Drive, Suite C  
Murrieta, CA 92563

Recorded In Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

129.00

2018000469842 2:27 pm 12/17/18

7 413 N16 18

0.00 0.00 0.00 0.00 45.00 0.00 0.000,0075.00 3.00

#### NOTICE OF DELINQUENT ASSESSMENT

NOTICE IS HEREBY GIVEN that the Board of Directors of THE HUNTINGTON BEACH GABLES HOMEOWNERS' ASSOCIATION, pursuant to the powers conferred upon it by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Orange County Recorder, State of California, on May 28, 1980, as Book 13618/Page No. 982, and any amendments or restatements thereof, and Civil Code Section 5740, levied against assessments and other charges on that certain unit located at 4476 Alderport, Huntington Beach, California, 92649, more particularly known as Parcel No. 937-63-053, Unit #53 of Tract 10542, and further described in the Condominium Sublease dated August 1, 1980, by and between Robert P. Warmington, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA IL TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August 28, 2003 as Instrument No. 2003 0010447700.

1. The amount of the lien imposed on the unit by this notice is the sum of \$6788.10, plus any additional assessments accrued and owing after the date of recordation to the date of satisfaction hereof, which includes the following:

- delinquent assessments and late charges in the amount of \$6263.10, as of December 15, 2018;
- costs of collection in the amount of \$525.00.

See attached Exhibit A

In addition to the amounts set forth in this paragraph, this lien shall include any other delinquent payments, credits, assessments and/or interest which have become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which have been accrued on such amounts prior to the recording of this notice, and this lien shall also include any other assessments and interest which become due and payable with respect to said unit subsequent to the levy of this assessment and/or interest. OTHER COSTS MAY RESULT IN YOUR PROPERTY BEING FORSAUGHT.

2. The purported owners of the unit is Jamie

3. The name and address of the trustee authorizing this notice is Reconveyance Corporation, 525 East Main Street, El Cajon, CA 92020.

Dated: 12/17/18

By:

Jamie Lasso,  
Huntington Tr

A notary public or other officer completing this certificate verifies or certifies that this certificate is attached, and not the truthfulness, accuracy, or validity of the information contained herein.

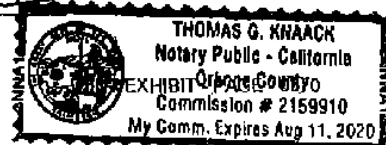
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On 12-17-18, before me, THOMAS G. KNAACK, Notary Public, personally appeared JAMIE LASSO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State



U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

HUNTINGTON BEACH, CA 92649 OFFICE

0450 11

Postage \$1.63

Total Postage and Fees \$7.83

Sent To Jamie L. Gallian

Street and Apt. No., or PO Box No. 4476 Alderport

City, State, ZIP+4® HB, CA 92649

PS Form 3800, April 2010 PSN 7530-02-000-9000

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9297 09/24/2021 11:20 PM Received by California Secretary of State

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:The Huntington Beach Gables Homeowners Association  
c/o Elite Community Management  
38760 Sky Canyon Drive, Suite C  
Murrieta, CA 92563Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder
 129.00  
\* 3 R 0 0 1 0 5 3 3 9 0 4 3 \*

2018000469842 2:27 pm 12/17/18

7 413 N16 16

0.00 0.00 0.00 0.00 45.00 0.00 0.000.0075.00 3.00

## NOTICE OF DELINQUENT ASSESSMENT

NOTICE IS HEREBY GIVEN that the Board of Directors of THE HUNTINGTON BEACH GABLES HOMEOWNERS' ASSOCIATION, pursuant to the powers conferred upon it by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Orange County Recorder, State of California, on May 28, 1980, as Book 13618/Page No. 982, and any amendments or restatements thereof, and Civil Code Section 5740, levied against assessments and other charges on that certain unit located at 4476 Alderport, Huntington Beach, California, 92649, more particularly known as Parcel No. 937-63-053, Unit #53 of Tract 10542, and further described in the Condominium Sublease dated August 1, 1980, by and between Robert P. Warrington, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, I.L.C. by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August 28, 2003 as Instrument No. 2003 0010447700.

1. The amount of the lien imposed on the unit by this notice is the sum of \$6788.10, plus any additional assessments accrued and owing after the date of recordation to the date of satisfaction hereof, which includes the following:

- a) delinquent assessments and late charges in the amount of \$6263.10, as of December 15, 2018; and
- b) costs of collection in the amount of \$525.00.

See attached Exhibit A

In addition to the amounts set forth in this paragraph, this lien shall include any other delinquent payments, credits, assessments and/or interest which have become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest which have been accrued on such amounts prior to the recording of this notice; and this lien shall further include any delinquent payments, assessments and interest which become due and payable with respect to said unit, together with all costs (including attorney's fees), penalties and interest accrue subsequent to the levy of this assessment and/or recording of this Notice. FAILURE TO PAY ACCRUED ASSESSMENTS AND OTHER COSTS MAY RESULT IN YOUR PROPERTY BEING FORCLOSED UPON.

2. The purported owners of the unit is Jamie Gallian.

3. The name and address of the trustee authorized by the Association to enforce the lien by sale is Cal Western Reconveyance Corporation, 525 East Main Street, El Cajon, California, 92022-9004.

Dated, 12/17/18

By:

*Janine Jasso*  
Janine Jasso, Board Vice-President  
Huntington Beach Gables Homeowners Association

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

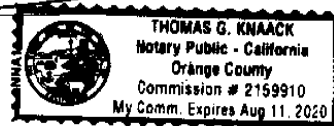
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On 12-17-18, before me, THOMAS G. KNAACK, Notary Public, personally appeared JANINE JASSO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

*Thomas G. Knaack*  
Notary Public in and for said State



ORANGE, CA

Document: LN 2018.469842

Page 1 of 16

Printed on 11/26/2019 9:02:05 AM

Branch :A14,User :2004

Comment:

Station Id :M3Y7

**Exhibit A**  
**HUNTINGTON BEACH GABLES**  
 38760 Sky Canyon Drive Suite C  
 Murrieta, CA 92563

Jamie Gallian  
 4476 Alderport  
 Huntington Beach, CA 92649

Property Address: 4476 Alderport  
 Account #: 21776

Code	Date	Amount	Balance	Check#	Memo
Assessment	4/1/2017	316.00	316.00		MONTHLY ASSESSMENT
Late Fee	4/16/2017	10.00	326.00		
Assessment	5/1/2017	316.00	642.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	5/1/2017	-632.00	10.00	5697	RBCCABLB20170501.dat
Payment - Mutual of Omaha	5/16/2017	-316.00	-306.00	5745	RBCCABLB20170516.dat
Assessment	6/1/2017	316.00	10.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	6/5/2017	-316.00	-306.00	5731	RBCCABLB20170605.dat
Assessment	7/1/2017	316.00	10.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	7/3/2017	-316.00	-306.00	5762	RBCCABLB20170703.dat
Payment - Mutual of Omaha	7/13/2017	-80.00	-386.00	5787	RBCCABLB20170713.dat
Assessment	8/1/2017	316.00	-70.00		MONTHLY ASSESSMENT
Assessment	9/1/2017	316.00	246.00		MONTHLY ASSESSMENT
Assessment	10/1/2017	316.00	562.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	10/3/2017	316.00	246.00	5810	rcvd 9/1/17
Assessment	11/1/2017	316.00	562.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	11/1/2017	-316.00	246.00	5829	CK#5829 RCVD 10/6/17
Payment - Mutual of Omaha	11/6/2017	-316.00	-70.00	5845	RBCCABLB20171106.dat
Assessment	12/1/2017	316.00	246.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	12/11/2017	-316.00	-70.00	5867	RBCCABLB20171211.dat
Assessment	1/1/2018	316.00	246.00		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	1/8/2018	-316.00	-70.00	5884	RBCCABLB20180108.dat
Assessment	2/1/2018	316.00	246.00		MONTHLY ASSESSMENT
Late Fee	2/16/2018	10.00	256.00		
Payment - Mutual of Omaha	2/20/2018	-316.00	-60.00	5891	RBCCABLB20180220.dat
Special Assessment	2/20/2018	5,300.50	5,240.50		SPECIAL ASSESSMENT
Assessment	3/1/2018	316.00	5,556.50		MONTHLY ASSESSMENT
Late Fee	3/16/2018	10.00	5,566.50		
Payment - Mutual of Omaha	3/19/2018	-316.00	5,250.50	5921	RBCCABLB20180319.dat
Assessment	4/1/2018	316.00	5,566.50		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	4/13/2018	-316.00	5,250.50	5932	RBCCABLB20180413.dat
Special Assessment	5/1/2018	189.60	5,440.10		SPECIAL ASSESSMENT
Assessment	5/1/2018	316.00	5,756.10		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	5/16/2018	-316.00	5,440.10	5947	RBCCABLB20180516.dat
Late Fee	5/16/2018	10.00	5,450.10		

Elite Management | 38760 Sky Canyon Drive Suite C | Murrieta, CA 92553 | (951) 699-1220

Make check payable to: HUNTINGTON BEACH GABLES

12/12/2018

Page 1 of 2

ORANGE,CA  
 Document: LN 2018.469842

Page 2 of 16

Printed on 11/26/2019 9:02:06 AM

B0432-9298 09/24/2021 11:20 PM Received by California Secretary of State



Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9299 09/24/2021 11:20 PM Received by California Secretary of State

**HUNTINGTON BEACH GABLES**  
**38760 Sky Canyon Drive Suite C**  
**Murrieta, CA 92563**

Code	Date	Amount	Balance	Check#	Memo
Assessment	6/1/2018	316.00	5,766.10		MONTHLY ASSESSMENT
Late Fee	6/16/2018	10.00	5,776.10		
Payment - Mutual of Omaha	6/18/2018	-316.00	5,460.10	5965	RBCCABLB20180618.dat
Payment - Mutual of Omaha	6/25/2018	-189.00	5,271.10	5985	RBCCABLB20180625.dat
Assessment	7/1/2018	316.00	5,587.10		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	7/9/2018	316.00	5,271.10	5980	RBCCABLB20180709.dat
Assessment	8/1/2018	316.00	5,587.10		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	8/13/2018	-316.00	5,271.10	5995	RBCCABLB20180813.dat
Legal Fee	8/15/2018	175.00	5,446.10		LEGAL FEE
Assessment	9/1/2018	316.00	5,762.10		MONTHLY ASSESSMENT
Payment - Mutual of Omaha	9/10/2018	-316.00	5,446.10	6026	RBCCABLB20180910.dat
Legal Fee	9/24/2018	175.00	5,621.10		LEGAL FEE/PRE-LIEN
Assessment	10/1/2018	316.00	5,937.10		MONTHLY ASSESSMENT
Late Fee	10/16/2018	10.00	5,947.10		
Payment - Mutual of Omaha	10/23/2018	-326.00	5,621.10	5481	
Assessment	11/1/2018	316.00	5,937.10		MONTHLY ASSESSMENT
Late Fee	11/16/2018	10.00	5,947.10		
Assessment	12/1/2018	316.00	6,263.10		MONTHLY ASSESSMENT
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	6,263.10
326.00	326.00	175.00	5,436.10		

Elite Management | 38760 Sky Canyon Drive Suite C | Murrieta, CA 92563 | (951) 698-1220

**Make check payable to: HUNTINGTON BEACH GABLES**

12/12/2018

Page 2 of 2

ORANGE,CA  
Document: LN 2018.469842

Page 3 of 16

Printed on 11/26/2019 9:02:06 AM

Page 204 of 214

001187

EXHIBIT 15, PAGE 392

Branch :A14,User :2004

Comment:

Station Id :M3Y7

B0432-9300 09/24/2021 11:20 PM Received by California Secretary of State

**HUNTINGTON BEACH GABLES**

38760 Sky Canyon Drive Suite C

Murrieta, CA 92563

Jamie Gallian  
4476 Alderport  
Huntington Beach, CA 92649

Property Address: 4476 Alderport  
Account #: 22034

Code	Date	Amount	Balance	Check#	Memo
Fine	2/20/2018	400.00	400.00		
Fine	8/24/2018	11,050.00	11,450.00		
Fine	10/18/2018	11,000.00	22,450.00		
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	22,450.00
0.00	11,000.00	0.00	11,450.00		

Elite Management | 38760 Sky Canyon Drive Suite C | Murrieta, CA 92563 | (951) 688-1220

**Make check payable to: HUNTINGTON BEACH GABLES**

12/12/2018

Page 1 of 1

ORANGE,CA

Document: LN 2018.469842

Page 4 of 16

Printed on 11/26/2019 9:02:06 AM

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



87.00

\* 5 R 0 0 1 1 0 9 0 6 4 7 5 \*

2019000326771 12:29 pm 08/30/19

65 MASup N15 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
Nationwide Reconveyance, LLC  
5677 Oberlin Drive, Suite 210  
San Diego, California 92121  
844-252-6972  
Attn: Foreclosure Department

Space above this line for recorder's use

Title Order No.: 95522653 Trustee Sale No.: NR-51545-CA Reference No.: The Huntington Beach  
A.P.N.: 937-63-053

[ATTENTION RECORDER: PURSUANT TO CIVIL CODE 2923.3, THE SUMMARY OF INFORMATION REFERENCED BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.]

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐẦY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

### IMPORTANT NOTICE

### NOTICE OF DEFAULT AND ELECTION TO SELL UNDER PROPERTY ASSOCIATION LIEN

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expensed within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice). The amount is \$389,286.72 as of 8/27/2019 and will increase until your account becomes current. While your property is in foreclosure, you must still pay other obligations (such as insurance and taxes) required by your Covenants, Conditions and Restrictions. If you fail to make future payments of your assessments, pay taxes on property, provide insurance on the property, or pay other obligations as required in the Covenants, Conditions and Restrictions, the Association may insist that you do so in order to reinstate your account in good standing. In addition, the association may require, as a condition to reinstatement, that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums. Upon your written request, the Association will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you

and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

The Huntington Beach Gables Homeowners' Association

C/O Nationwide Reconveyance, LLC

5677 Oberlin Drive, Suite 210, San Diego, California 92121

844-252-6972

**THIS NOTICE** is given pursuant to Sections 2924 et seq., 5650 et seq. and 5700 et seq., of the California Civil Code, and pursuant to that certain Assessment Lien, recorded on 12/17/2018 as document no. 2018000469842 book XX page XX of official Records in the office of the Recorder of Orange County, California. Owner: Jamie Gallian

**PROPERTY ADDRESS:** 4476 Aldeport  
Huntington Beach, CA 92649

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

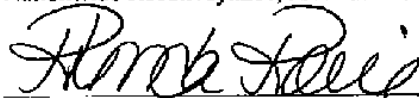
**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT: Nationwide Reconveyance, LLC is the duly appointed Trustee Agent under the above referenced Lien, dated 12/17/2018, executed by The Huntington Beach Gables Homeowners' Association (Association) to secure assessment obligations in favor of said Association, pursuant to the terms contained in that certain Declaration of Covenants, Conditions and Restrictions, Recorded on 5/28/1980 as document XX book no. 13618 page 982 of Official Records in the Office of the Recorder of Orange County, California, describing the land therein, that the beneficial interest under said Homeowners Association Lien and the obligations secured thereby are presently held by Restrictions as security has occurred in that the payment(s) have not been made of: Homeowner's assessments due from 8/16/2019 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, association's fees and costs, trustee's fees and costs, and attorney's fees and costs.

That by reason thereof, the present Association under such Covenants, Conditions and Restrictions, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Covenants, Conditions and Restrictions and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured hereby immediately due and payable and has elected and does hereby elect to cause the herein described property, lined by said Association, to be sold to satisfy the obligations secured thereby.

DATE: 8/27/2019

Nationwide Reconveyance, LLC as Trustee



Rhonda Rorie, Trustee



5

P.O. Box 23159  
San Diego, CA 92193-3159

IMPORTANT INFORMATION  
ENCLOSED



71 96900 2484 0596 3781 7

Mailed On: 12/12/2019  
Mailing Number: 0005100-01  
Reference Number: NR-51545-CA

ClientID: Nationwi000391 CE

Jamie Gallian  
4476 Aldeport  
Huntington Beach, CA 92649

**CERTIFIED MAIL**



U.S. POSTAGE PITNEY BOWES

ZIP 92123 \$004.15<sup>0</sup>  
02 4W  
0000333527 DEC 12 2019

918 NFE 1 C1810012/12/19  
NOTIFY SENDER OF NEW ADDRESS  
GALLIAN JAMIE  
16330 MONTEREY LN SPC 376  
HUNTINGTN BCH CA 92649-2258

BC: 92649225876 \*0104-00334-12-41

92649-2258  
926492258 C004

B0432-9303 09/24/2021 11:20 PM Received by California Secretary of State

Recorded In Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



87.00

\* \$ R 0 0 1 1 3 5 0 4 9 2 \$ \*

2019000526463 3:20 pm 12/16/19

65 402 N34 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
Nationwide Reconveyance, LLC  
5677 Oberlin Drive, Suite 210  
San Diego, California 92121  
844-252-6972

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: 95522653 Trustee Sale No.: NR-51545-CA Reference No.: The Huntington  
Beach APN No.: 937-63-053

### NOTICE OF TRUSTEE'S SALE

(NOTICE OF LIEN SALE OF REAL PROPERTY UPON LIEN FOR HOMEOWNER'S ASSOCIATION DUES)  
(CALIFORNIA CIVIL CODE §§ 5700 and 5710)

[ATTENTION RECORDER: PURSUANT TO CIVIL CODE §2923.3, THE SUMMARY OF INFORMATION  
REFERENCED BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT  
ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.]

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT  
DATED 12/17/2018. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY,  
IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE  
NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A  
LAWYER.**

THIS PROPERTY IS BEING SOLD SUBJECT TO THE RIGHT OF REDEMPTION CREATED IN  
CALIFORNIA CIVIL CODE SECTION 5715(b).

On 1/13/2020 at 3:00 PM, Nationwide Reconveyance, LLC

As the duly appointed Trustee under and pursuant to Notice of Delinquent Assessment, recorded on 12/17/2018 as  
Document No. 2018000469842 Book XX Page XX of Official Records in the Office of the Recorder of Orange  
County, California, property owned by: Jamie Gallian and described as follows:

As more fully described on the referenced Assessment Lien

WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, (payable at time of sale in lawful  
money of the United States, by cash, a cashier's check drawn by a State or national bank, a check drawn by a state or  
federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or  
savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.) At: ON  
THE FRONT STEPS TO THE ENTRANCE OF THE ORANGE CIVIC CENTER, 300 E. CHAPMAN AVENUE,  
ORANGE, CA 92866

1

JOINT EXHIBIT - PAGE - 0885

Document Number: 2019000526463 Page: 1 of 2

All right, title and interest under said Notice of Delinquent Assessment in the property situated in said County, describing the land therein: 937-63-053

The street address and other common designation, if any of the real property described above is purported to be:  
4476 Alderport  
Huntington Beach, CA 92649

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum due under said Notice of Delinquent Assessment, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit: \$396,315.29 Estimated  
Accrued Interest and additional advances, if any, will increase this figure prior to sale

**The claimant, The Huntington Beach Gables Homeowners' Association**

under said Notice of Delinquent Assessment heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (714) 986-9342 or visit this Internet Web site [www.superiordefault.com](http://www.superiordefault.com), using the file number assigned to this case NR-51545-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

**PLEASE NOTE THAT WE ARE A DEBT COLLECTOR**

Date: 12/10/2019

Nationwide Reconveyance, LLC  
For Sales Information Please Call (714) 986-9342



Rhonda Roric, Trustee



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
Nationwide Reconveyance, LLC  
5677 Oberlin Drive, Suite 210  
San Diego, California 92121  
844-252-6972

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: 95522653 Trustee Sale No.: NR-51545-CA Reference No.: The Huntington  
Beach APN No.: 937-63-053

### NOTICE OF TRUSTEE'S SALE

(NOTICE OF LIEN SALE OF REAL PROPERTY UPON LIEN FOR HOMEOWNER'S ASSOCIATION DUES)  
(CALIFORNIA CIVIL CODE §§ 5700 and 5710)

[ATTENTION RECORDER: PURSUANT TO CIVIL CODE §2923.3, THE SUMMARY OF INFORMATION  
REFERENCED BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT  
ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.]

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

注：本文件包含一个信息摘要

참고사항 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT  
DATED 12/17/2018. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY,  
IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE  
NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A  
LAWYER.**

**THIS PROPERTY IS BEING SOLD SUBJECT TO THE RIGHT OF REDEMPTION CREATED IN  
CALIFORNIA CIVIL CODE SECTION 5715(b).**

On 1/13/2020 at 3:00 PM, Nationwide Reconveyance, LLC

As the duly appointed Trustee under and pursuant to Notice of Delinquent Assessment, recorded on 12/17/2018 as  
Document No. 2018000469842 Book XX Page XX of Official Records in the Office of the Recorder of Orange  
County, California, property owned by: Jamie Gallian and described as follows:

As more fully described on the referenced Assessment Lien

**WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, (payable at time of sale in lawful  
money of the United States, by cash, a cashier's check drawn by a State or national bank, a check drawn by a state of  
federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or  
savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.) At: ON  
THE FRONT STEPS TO THE ENTRANCE OF THE ORANGE CIVIC CENTER, 300 E. CHAPMAN AVENUE,  
ORANGE, CA 92866**



All right, title and interest under said Notice of Delinquent Assessment in the property situated in said County, describing the land therein: **937-63-053**

The street address and other common designation, if any of the real property described above is purported to be:  
**4476 Aldeport**  
**Huntington Beach, CA 92649**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum due under said Notice of Delinquent Assessment, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit: **\$396,315.29 Estimated**  
 Accrued Interest and additional advances, if any, will increase this figure prior to sale

**The claimant, The Huntington Beach Gables Homeowners' Association**

under said Notice of Delinquent Assessment heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. **If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (714) 986-9342 or visit this Internet Web site [www.superiordefault.com](http://www.superiordefault.com), using the file number assigned to this case NR-51545-CA.** Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

**PLEASE NOTE THAT WE ARE A DEBT COLLECTOR**

Date: 12/10/2019

Nationwide Reconveyance, LLC  
 For Sales Information Please Call (714) 986-9342

---

Authorized Signor

**Summary of Notice of Sale**

**NOTICE OF SALE  
SUMMARY OF KEY INFORMATION**

The attached notice of sale was sent to Jamie Gallian, in relation to 4476 Aldeport , Huntington Beach, CA 92649.

YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT DATED 12/17/18. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE.

IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

The total amount due in the notice of sale is \$396,315.29.

Your property is scheduled to be sold on 1/13/2020 at 3:00 PM at ON THE FRONT STEPS TO THE ENTRANCE OF THE ORANGE CIVIC CENTER, 300 E. CHAPMAN AVENUE, ORANGE, CA 92866

However, the sale date shown on the attached notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (714) 986-9342 or visit this Internet Web site address [www.superiordefault.com](http://www.superiordefault.com), using the file number assigned to this case NR-51545-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

If you would like additional copies of this summary, you may obtain them by calling 844-252-6972.



**The Huntington Beach Gables  
Homeowners Association**5267 Warner Ave., #263  
Huntington Beach, CA 92649**Invoice Date**  
8/21/2020**Invoice #**  
1069**INVOICE****Property:**

4476 Alderport

**Bill To:**Jamie Gallian  
4476 Alderport  
Huntington Beach, CA 92649**PLEASE PAY  
THIS AMOUNT****\$412,958.11**☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Make checks payable to:

The Huntington Beach Gables  
Homeowners Assoc.  
5267 Warner Ave., #263  
Huntington Beach, CA 92649**The Huntington Beach Gables  
Homeowners Association****PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**5267 Warner Ave., #263  
Huntington Beach, CA 92649

Due Date	Account #
9/1/2020	22034

Transaction	Amount	Amount
September Assessment	350.00	350.00
Correspondence or questions should be emailed to the Association at thebbgableshoa@gmail.com. A Board member will respond accordingly.	<b>Total of the Current Month</b> \$350.00	
	<b>Total Balance Due Or Credit Balance (-)</b> \$412,958.11	

B0432-9309 09/24/2021 11:20 PM Received by California Secretary of State

EXHIBIT 16

001198

**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS**

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Jamie Gallian 714-321-3449
<b>B. E-MAIL CONTACT AT FILER (optional)</b>
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> Jamie Lynn Gallian 16222 Monterey Ln #376 Huntington Beach, CA 92649 USA

**DOCUMENT NUMBER:** 76027940003  
**FILING NUMBER:** 19-7691916827  
**FILING DATE:** 01/14/2019 09:10

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

<b>OR</b>	<b>1a. ORGANIZATION'S NAME</b> J-SANDCASTLE CO LLC				
	<b>1b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>1c. MAILING ADDRESS</b> 16222 MONTEREY LN #376		<b>CITY</b> HUNTINGTON BEACH	<b>STATE</b> CA	<b>POSTAL CODE</b> 92649	<b>COUNTRY</b> USA

**2. DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

<b>OR</b>	<b>2a. ORGANIZATION'S NAME</b>				
	<b>2b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>2c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>

**3. SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

<b>OR</b>	<b>3a. ORGANIZATION'S NAME</b> J-Pad, LLC - CA SOS Entity No. 201804010750				
	<b>3b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>3c. MAILING ADDRESS</b> 2702 N GAFF ST		<b>CITY</b> ORANGE	<b>STATE</b> CA	<b>POSTAL CODE</b> 92865	<b>COUNTRY</b> USA

**4. COLLATERAL:** This financing statement covers the following collateral:

LOCATED ON PROPERTY RECORDED IN ORANGE COUNTY CLERK RECORDERS OFFICE IN CALIFORNIA PARCEL MAP RECORDED IN BOOK 108, PG(S) 47-48.

ASSESSORS PARCEL NUMBER 891-569-62

SERIAL NUMBERS AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081

**5. Check only if applicable and check only one box:** Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

**6a. Check only if applicable and check only one box:**

☐ Public-Finance Transaction ☒ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

**6b. Check only if applicable and check only one box:**

☐ Agricultural Lien ☐ Non-UCC Filing

**7. ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensors

**8. OPTIONAL FILER REFERENCE DATA:**

**FILING OFFICE COPY**

Page 2

**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

DOCUMENT NUMBER: 76027940003

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME					
	10b. INDIVIDUAL'S SURNAME					
	INDIVIDUAL'S FIRST PERSONAL NAME					
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)					
	10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME GALLIAN	FIRST PERSONAL NAME JAMIE	ADDITIONAL NAME(S)/INITIAL(S) LYNN	SUFFIX	
	11c. MAILING ADDRESS 16222 MONTEREY LANE #376	CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing.

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY





U210084251426



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC 3)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084251426

Date Filed: 9/12/2021

B0428-8874 09/12/2021 10:11 AM Received by California Secretary of State

## Submitter Information:

Contact Name	Ron Pierpont; Bob McLelland, its Managers
Organization Name	J-Pad, LLC
Phone Number	(909) 202-3145
Email Address	ronpierpont@gmail.com
Address	4519 Ponderosa Way Yorba Linda, CA 92886

## Amendment Action Information:

Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Amendment Action	Secured Party Amendment
Secured Party Action	Add Secured Party

## Add Secured Party:

Secured Party Name	Mailing Address
Steven D. Gallian	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
Brian J. Gallian	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
Justin D. Barclay	3334 E. COAST HWY. #126 CORONA DEL MAR, CA 92625
Ronald J. Pierpont	4519 PONDEROSA WAY YORBA LINDA, CA 92886
Robert J. McLelland	21742 ANZA AVENUE TORRANCE, CA 90503
Jamie L. Gallian	16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
EJ Gallian	BRIAN J. GALLIAN 3334 E. COAST HWY #126 CORONA DEL MAR, CA 92625

## Name of Secured Party of Record Authorizing This Amendment:

☐ If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name J-PAD, LLC - CA SOS ENTITY NO. 201804010750

## Optional Filer Reference Information:

J-Pad, LLC Ronald J. Pierpont and Robert J. McLelland, It's Managers

## Miscellaneous Information:

This is a Secured Party Amendment to U197691916827 filed 1/14/2019, adding all Secured Parties, as individuals who have a defined percentage interest in the collateral known as LBM1081, A.P.N. 891-569-62, 2014 Skyline Custom Villa, Serial No. 7V710394GB/GA, located on APN 178-011-16, Lot 376, 16222 Monterey Lane Huntington Beach, CA 92649. to mirror the Secured Parties listed in U197691905279, filed 1/14/2019 and its Amendments therein. J-Pad, LLC will continue to be the Legal Owner listed on the COT and Note and entity who Manages the collateral for all Secured Parties.

B0428-8875 09/12/2021 10:11 AM Received by California Secretary of State



U210084251729



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084251729

Date Filed: 9/12/2021

B0428-8878 09/12/2021 11:43 AM Received by California Secretary of State

Submitter Information:	
Contact Name	Ronald Pierpont or Robert Mclelland, Its Managers
Organization Name	J-Pad, LLC
Phone Number	(714) 742-5999
Email Address	bobwentflying@yahoo.com
Address	J-PAD, LLC 21742 ANZA AVENUE TORRANCE, CA 92503
Initial Filing Information:	
Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Record Information to Which This Information Statement Relates	U00003862424
Claim Information:	
Record filed by person not entitled to do so.	
Basis for Claim:	J-Pad, LLC has a Superior UCC-1 filing 1/14/2019 U197691916827 and U210084251426. There are no agreements between Jamie Gallian, J-Sandcastle Co LLC, J-Pad, LLC and Janine Jasso. Jamie Gallian, J-Sandcastle Co LLC or J-Pad, LLC Steven Gallian, Brian Gallian, EJ Gallian, Justin Barclay, Ronald Pierpont, or Robert Mclelland, Secured Parties, did not authorize this UCC-1 lien filing by Janne Jasso. The UCC Filing U200003862424 is Fraudulent.
Name of Party Filing This Information Statement:	
<input type="checkbox"/> If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750



U210084251830



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084251830

Date Filed: 9/12/2021

B0428-8879 09/12/2021 12:28 PM Received by California Secretary of State

Submitter Information:	
Contact Name	Jamie Gallian
Organization Name	
Phone Number	(714) 321-3449
Email Address	jamiegallian@gmail.com
Address	16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Initial Filing Information:	
Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Record Information to Which This Information Statement Relates	U200003862424
Claim Information:	
Record filed by person not entitled to do so.	
Basis for Claim:	There is no agreement between Janine Jasso and Jamie Gallian. Jamie Gallian did not authorize UCC lien filing U200003862424 by Janine Jasso. The UCC Filing is Fraudulent.
Name of Party Filing This Information Statement:	
<input type="checkbox"/> If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	JAMIE LYNN GALLIAN



U210084251931



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084251931

Date Filed: 9/12/2021

B0428-8880 09/12/2021 1:31 PM Received by California Secretary of State

Submitter Information:	
Contact Name	Jamie Gallian
Organization Name	
Phone Number	(714) 321-3449
Email Address	jamiegallian@gmail.com
Address	16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649
Initial Filing Information:	
Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Record Information to Which This Information Statement Relates	U210050463223
Claim Information:	
Record filed by person not entitled to do so.	
Basis for Claim:	Jamie Gallian did not authorize a UCC lien filing by Janine Jasso on 5/27/2021 U210050463223. Jamie Gallian, J-Pad, LLC have a Superior UCC filed 1/14/2019 U1976905279 and U197691916827. No Secured Parties authorized this UCC lien. The UCC Filing is Fraudulent.
Name of Party Filing This Information Statement:	
<input type="checkbox"/> If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750



U210084255829



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210084255829

Date Filed: 9/12/2021

B0428-8952 09/12/2021 10:26 PM Received by California Secretary of State

Submitter Information:	
Contact Name	Jamie Gallian
Organization Name	
Phone Number	
Email Address	jamiegallian@gmail.com
Address	16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Initial Filing Information:	
Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Record Information to Which This Information Statement Relates	U210084251931
Claim Information:	
Record is inaccurate.	
Basis for Claim:	Incorrect U1976905279 number listed in error.
Name of Party Filing This Information Statement:	
<input type="checkbox"/> If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750



U210088103427



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**INFORMATION STATEMENT (UCC 5)**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File #: U210088103427

Date Filed: 9/24/2021

B0432-8876 09/24/2021 8:11 PM Received by California Secretary of State

Submitter Information:	
Contact Name	Ronald Pierpont or Robert Mclelland, Its Manager
Organization Name	J-Pad, LLC
Phone Number	(714) 742-5999
Email Address	bobwentflying@yahoo.com
Address	21742 ANZA AVENUE TORRANCE, CA 90503
Initial Filing Information:	
Initial Financing Statement File Number	197691916827
Date Filed	01/14/2019
Record Information to Which This Information Statement Relates	U210084251729
Claim Information:	
Record is inaccurate.	
Basis for Claim:	9/12/2021, RECORD INFORMATION TO WHICH THIS INFORMATION STATEMENT RELATES TO WAS INCORRECTLY LISTED AS U00003862424.  9/24/2021, THE CORRECT RECORD INFORMATION TO WHICH THIS INFORMATION STATEMENT RELATES TO IS U200003862424.
Name of Party Filing This Information Statement:	
<input type="checkbox"/> If this Information Statement is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	J-PAD, LLC - CA SOS ENTITY NO. 201804010750



**EXHIBIT 17**

001208

**UCC FINANCING STATEMENT**

## FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Jamie Gallian 714-321-3449
<b>B. E-MAIL CONTACT AT FILER (optional)</b>
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> Jamie Lynn Gallian 16222 Monterey Ln #376 Huntington Beach, CA 92649 USA

**DOCUMENT NUMBER:** 76027940004  
**FILING NUMBER:** 19-7691927091  
**FILING DATE:** 01/14/2019 09:33

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S SURNAME HOUSER	FIRST PERSONAL NAME CRAIG	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16183 CARIBOU STREET		CITY FOUNTAIN VALLEY	STATE CA	POSTAL CODE 92708
			COUNTRY USA	

**2. DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME CURTISS	FIRST PERSONAL NAME KATHRYN	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 22512 COSTA BELLA DR		CITY LAKE FOREST	STATE CA	POSTAL CODE 92630
			COUNTRY USA	

**3. SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 16222 MONTEREY LN #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649
			COUNTRY USA	

**4. COLLATERAL:** This financing statement covers the following collateral:

LOCATED ON PARCEL MAP ORANGE COUNTY CLERK OF CALIFORNIA PARCEL MAP RECORDED IN BOOK 108, PG(S) 47,48

SERIAL NUMBER AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081  
 ASSESSORS PARCEL NUMBER 891-569-62

**5. Check only if applicable and check only one box:** Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

**6a. Check only if applicable and check only one box:**

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

**6b. Check only if applicable and check only one box:**

☐ Agricultural Lien ☐ Non-UCC Filing

**7. ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

**8. OPTIONAL FILER REFERENCE DATA:**

FILING OFFICE COPY

Page 2

**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME	
	9b. INDIVIDUAL'S SURNAME HOUSER	
	FIRST PERSONAL NAME CRAIG	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**DOCUMENT NUMBER: 76027940004****IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME HOUSER				
	INDIVIDUAL'S FIRST PERSONAL NAME CHRIS				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
10c. MAILING ADDRESS 16222 MONTEREY LANE		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649	COUNTRY USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing.

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

**FILING OFFICE COPY**

Page 3

**UCC FINANCING STATEMENT ADDITIONAL PARTY****FOLLOW INSTRUCTIONS**

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	18a. ORGANIZATION'S NAME	
	18b. INDIVIDUAL'S SURNAME HOUSER	
	FIRST PERSONAL NAME CRAIG	
	ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX	

DOCUMENT NUMBER: 76027940004

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	19a. ORGANIZATION'S NAME BS INVESTORS LP CA SOS ENTITY NO.- 201809600019			
	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	19c. MAILING ADDRESS 19100 VON KARMAN STE 370	CITY IRVINE	STATE CA	POSTAL CODE 92612
				COUNTRY USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	20a. ORGANIZATION'S NAME HOUSER BROS CO CA SOS ENTITY NO. 198415300148			
	20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	20c. MAILING ADDRESS 16222 MONTEREY LN	CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649
				COUNTRY USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	21a. ORGANIZATION'S NAME			
	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

OR	22a. ORGANIZATION'S NAME			
	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

OR	23a. ORGANIZATION'S NAME			
	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

24. MISCELLANEOUS:

FILING OFFICE COPY

**EXHIBIT 18**

001212

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS**Title Search**

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

## Registered Owner:

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

## Situs Address:

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

\*\*\*END OF TITLE SEARCH\*\*\*

EXHIBIT 19

001214



STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING

GAVIN NEWSOM, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF CODES AND STANDARDS**


### Title Search

Date Printed: Jul 23, 2020

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

#### Registered Owner:

J-SANDCASTLE CO LLC  
 16222 MONTEREY LANE ROOM 376  
 HUNTINGTON BEACH, CA 92649

**Last Title Date:** 01/19/2019

**Last Reg Card:** 01/19/2019

**Sale/Transfer Info:** Price \$175,000.00 Transferred on 11/01/2018

#### Situs Address:

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649  
 Situs County: ORANGE

#### Title Searches:

JANINE JASSO  
 PO BOX 370161  
 EL PASO, TX 79937

**Title File No:** LBM1081

\*\*\*END OF TITLE SEARCH\*\*\*

**EXHIBIT 20**

001216

**STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY**  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF CODES AND STANDARDS**

GAVIN NEWSOM, Governor

**Title Search**

Date Printed: Jun 7, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

**Registered Owner:**

J-SANDCASTLE CO LLC  
 16222 MONTEREY LANE ROOM 376  
 HUNTINGTON BEACH, CA 92649

**Last Title Date:** 02/24/2021**Last Reg Card:** 02/24/2021**Sale/Transfer Info:** Price \$175,000.00 Transferred on 11/01/2018**Situs Address:**

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649  
 Situs County: ORANGE

**Legal Owner:**

RONALD J PIERPONT  
 JPAD LLC  
 Tenants in Common Or  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

**Lien Perfected On:** 08/20/20 11:58:00**Title Searches:**

JANINE JASSO  
 PO BOX 370161  
 EL PASO, TX 79937

**Title File No:** LBM1081

\*\*\*END OF TITLE SEARCH\*\*\*

**EXHIBIT 21**

**001218**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**DIVISION OF CODES AND STANDARDS**


## Title Search

Date Printed: Aug 10, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

**Record Conditions:**

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

**Registered Owner:**

**JAMIE LYNN GALLIAN**  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

**Last Title Date:** 08/03/2021

**Last Reg Card:** 08/03/2021

**Sale/Transfer Info:** Price \$.00 Transferred on 02/25/2021

**Situs Address:**

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649  
 Situs County: ORANGE

**Title Searches:**

JANINE JASSO  
 PO BOX 370161  
 EL PASO, TX 79937

**Title File No:** LBM1081

JAMIE GALLIAN  
 16222 MONTEREY LANE SPACE 376  
 HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
 16222 MONTEREY LANE SPACE 376  
 HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

HOUSER BROS. CO.  
16222 MONTEREY LN OFC  
HUNTINGTON BEACH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

\*\*\*END OF TITLE SEARCH\*\*\*

Page Number:2

EXHIBIT 22

001221



STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS**Title Search**

Date Printed: Sep 21, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

**Registered Owner:**

**JAMIE LYNN GALLIAN**  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Last Title Date:** 08/12/2021**Last Reg Card:** 08/12/2021**Sale/Transfer Info:** Price \$.00 Transferred on 02/25/2021**Situs Address:**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

**Legal Owner:**

**J-PAD LLC**  
21742 ANZA AVE  
TORRANCE, CA 90503

**Lien Perfected On:** 01/14/19 15:22:00**Title Searches:**

JANINE JASSO  
PO BOX 370161  
EL PASO, TX 79937

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

001222

EXHIBIT 22, PAGE 420

HOUSER BROS. CO.  
16222 MONTEREY LN OFC  
HUNTINGTON BEACH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

JAMIE GALLIAN  
16222 MONTEREY LANE SPACE 376  
HUNTINGTN BCH, CA 92649

**Title File No:** LBM1081

\*\*\*END OF TITLE SEARCH\*\*\*

Page Number:2

**EXHIBIT 23**

001224



DTN: 10689563

Decal: LBM1081

Unit ID: 252606085

Trans Type: Correspondence

Trans Date: 11/20/2018

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 11/28/2018 User Name: MO, SIYAO

001226

**State of California**  
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM  
 PO Box 2111 Sacramento CA 95812-2111  
 1 800 952-8356  
 www.hcd.ca.gov



**NOTICE OF SALE OR TRANSFER**

**ATTENTION: THIS FORM IS TO BE USED ONLY WHEN YOU SELL OR TRANSFER YOUR MOBILEHOME OR COMMERCIAL COACH. AT THAT TIME COMPLETE, SIGN, AND RETURN TO THE ADDRESS STATED ABOVE TO REPORT THE CHANGE OF OWNERSHIP.**

**SECTION I:** Enter the following information that describes your unit: Decal/License plate number(s), Serial(s) number, and Trade name of Unit.

**SECTION II:** Enter the sale price and the date of sale/transfer including the month, day, and year.

**SECTION III:** Enter the full name and mailing address of the new owner/buyer(s).

**SECTION IV:** Enter date, city, and state indicating where and when this form is being executed. SELLER(S) MUST SIGN and print their names(s).

**SECTION I. DESCRIPTION OF UNIT**

Decal Number(s)	Serial Number(s)	Trade Name
LBM1081	ACTV710394GB ACT4710394GA	Custom Villa

**SECTION II. SALE OR TRANSFER INFORMATION**

For the sum of \$ 225,000 the receipt of which is hereby acknowledged, I/we did sell, transfer and deliver to the purchaser/owner named below, on 11-1-18, my/our right title and interest in the unit described above.  
Date of Transfer

**SECTION III. NAME OF PURCHASER/NEW OWNER:**

Name: J- Seard castle Co, LLC  
 Address: 5782 PINON Dr ITS MANAGER JAMES L. GALLIAN  
 City: Huntington Bch State: CA Zip Code: 92649

**SECTION IV. CERTIFICATION AND RELEASE**

I/we certify under penalty of perjury under the laws of the State of California that: 1) I/We are the lawful owner(s) of the unit, and 2) I/We have the right to sell it, and 3) I/We guarantee and will defend the title to the unit against the claims and demands of any and all persons arising prior to this date, and 4) the unit is free of all liens and encumbrances.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed On 11/1/2018 at Huntington Beach CA  
Date City State  
 Signature of Sellers: [Signature] [Signature] 11/15/2018  
 Printed Name: LISA T RYAN

001228



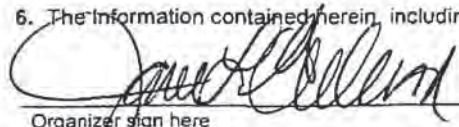
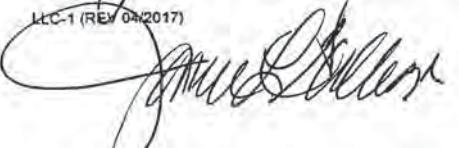
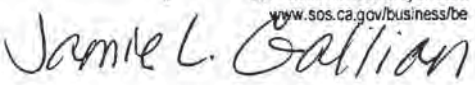
	<b>Secretary of State</b> <b>Articles of Organization</b> <b>Limited Liability Company (LLC)</b>	<b>LLC-1</b>	<b>201 829 810053</b>
<b>IMPORTANT — Read Instructions before completing this form.</b>  <b>Filing Fee — \$70.00</b>  <b>Copy Fees —</b> First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00  <i>Note: LLCs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <a href="https://www.ftb.ca.gov">https://www.ftb.ca.gov</a>.</i>			<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>FILED</b>  <b>Secretary of State</b>  <b>State of California</b>  <b>OCT 19 2018</b> </div>
<b>1. Limited Liability Company Name</b> (See Instructions – Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)  <div style="font-size: 1.5em; text-align: center;">J-Sandcastle Co, LLC</div>			<b>This Space For Office Use Only</b>

<b>2. Business Addresses</b>			
<b>a. Initial Street Address of Designated Office in California - Do not enter a P.O. Box</b> <div style="font-size: 1.2em;">5782 PINON Dr.</div>	<b>City (no abbreviations)</b> <div style="font-size: 1.2em;">Huntington Beach</div>	<b>State</b> <div style="font-size: 1.2em;">CA</div>	<b>Zip Code</b> <div style="font-size: 1.2em;">92649</div>
<b>b. Initial Mailing Address of LLC, if different than item 2a</b>	<b>City (no abbreviations)</b>	<b>State</b>	<b>Zip Code</b>

<b>3. Service of Process</b> (Must provide either Individual OR Corporation.)			
<b>INDIVIDUAL — Complete Items 3a and 3b only. Must include agent's full name and California street address.</b>			
<b>a. California Agent's First Name (if agent is not a corporation)</b> <div style="font-size: 1.2em;">Steven Gallian</div>	<b>Middle Name</b> <div style="font-size: 1.2em;">D.</div>	<b>Last Name</b> <div style="font-size: 1.2em;">Gallian</div>	<b>Suffix</b> <div style="font-size: 1.2em;">Mr</div>
<b>b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box</b> <div style="font-size: 1.2em;">821 W. 16th St.</div>	<b>City (no abbreviations)</b> <div style="font-size: 1.2em;">Costa Mesa</div>	<b>State</b> <div style="font-size: 1.2em;">CA</div>	<b>Zip Code</b> <div style="font-size: 1.2em;">92626</div>
<b>CORPORATION — Complete Item 3c. Only include the name of the registered agent Corporation.</b>			
<b>c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b</b>			

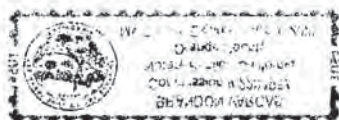
<b>4. Management</b> (Select only one box)	
The LLC will be managed by: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input checked="" type="checkbox"/> One Manager </div> <div style="text-align: center;"> <input type="checkbox"/> More than One Manager </div> <div style="text-align: center;"> <input type="checkbox"/> All LLC Member(s) </div> </div>	

<b>5. Purpose Statement</b> (Do not alter Purpose Statement)
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

<p>6. The information contained herein, including in any attachments, is true and correct.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;">   Organizer sign here </div> <div style="text-align: center;"> <div style="font-size: 1.2em;">Jamie L. Gallian</div>  Print your name here </div> </div> <div style="margin-top: 20px;">  </div>	<div style="text-align: center; margin-top: 20px;"> <div style="font-size: 1.2em;">Jamie L. Gallian</div>  2017 California Secretary of State  <a href="http://www.sos.ca.gov/business/be">www.sos.ca.gov/business/be</a> </div> <div style="text-align: center; margin-top: 20px;">  </div>
--	--









**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On November 15, 2018 before me, Brandon Vargas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Theresa Ryan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brandon V.  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Department of Housing and Community Development Certificate of Title, Section B  
Document Date: \_\_\_\_\_ Number of Pages: 3  
Signer(s) Other Than Named Above: \_\_\_\_\_

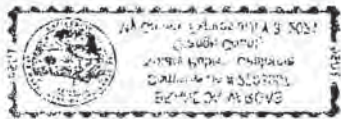


EXHIBIT 24

001235





DTN: 10670236

Decal: LBM1081

Unit ID: 252606085

Trans Type: R/O Transfer - Private Sale

Trans Date: 11/16/2018

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 01/18/2019      User Name: CRUZ, SYLVIA



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATE OF TITLE**

Manufactured Home

Decal No: LBM1081

Manufacturer ID/Name		Trade Name		Model		DOM		DFS		RY		Exp. Date							
90002 SKYLINE HOMES INC		CUSTOM VILLA				05/29/2014		07/28/2014											
Serial Number		Label/Insignia Number		Weight		Length		Width		SPC		SCC		Exempt		Use		Type	
ACTV710394GB		PFS1130281		22,383		56'		15' 2"				30				SFD		LPT	
ACTV710394GA		PFS1130282		25,068		60'		15' 2"											
												Issued		Total Fees Paid					
												Sep 10, 2014		\$91.00					

**Addressee**

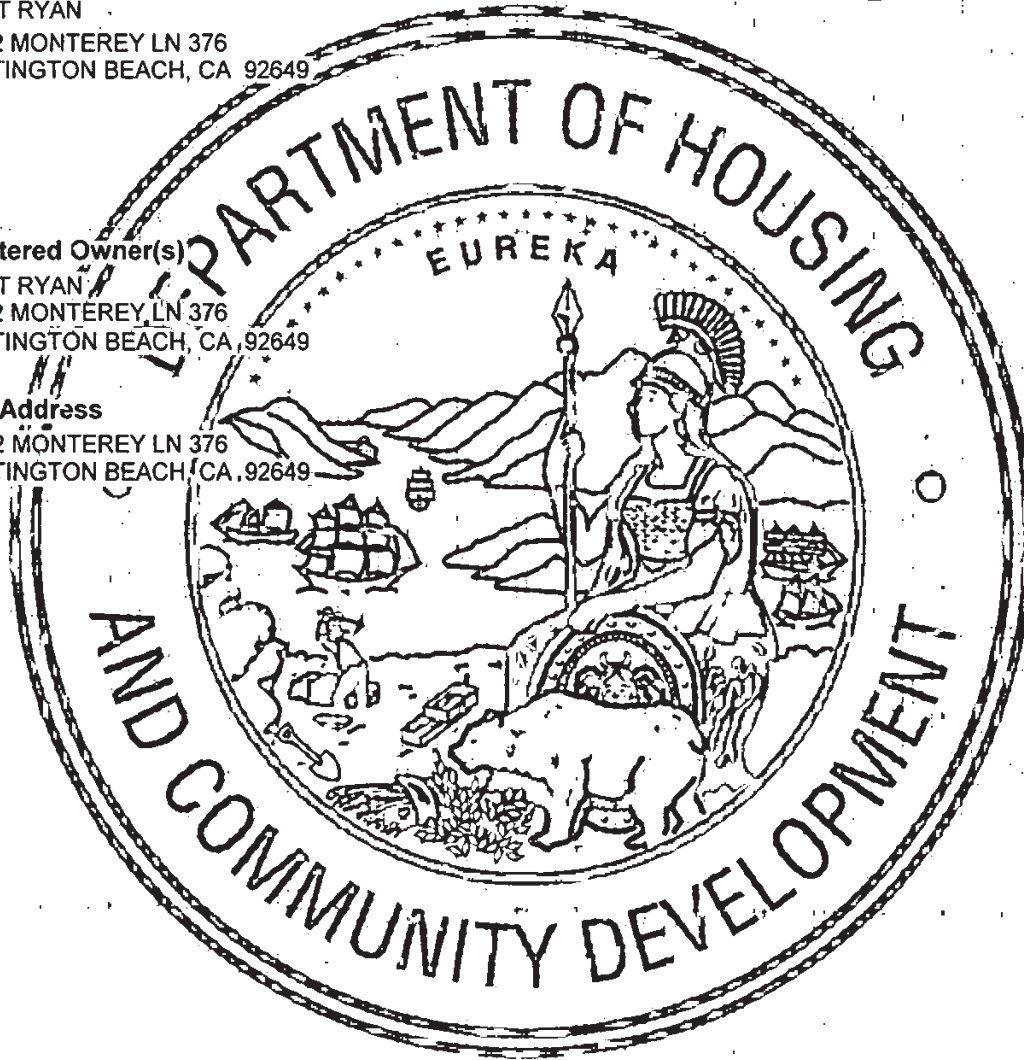
LISA T RYAN  
16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

LISA T RYAN  
16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649



**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT.  
THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 8169431

NOV 16 2018

09102014 - 244

001238

EXHIBIT 24, PAGE 434

**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/1/2018 at Huntington Beach, CA  
 Date City State  
 Signature [Signature] Printed Name LISA T RYAN

**SECTION B - RELEASING SIGNATURES**

1a. [Signature] Date of Release 11/1/2018  
 Releasing Signature of Registered Owner  
 1b. [Signature] Date of Release \_\_\_\_\_  
 Releasing Signature of Registered Owner  
 2. [Signature] ☒ Release ☐ Retain ☐ Assign Interest  
 Legal Owner of Record (If any) sign and check appropriate box (\* If Assign Interest is checked - Complete New Legal Owner Below)

**SECTION C - NEW OWNER INFORMATION****NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. J-Sandcastle Co, LLC 3c. \_\_\_\_\_  
 New Registered Owners Name New Registered Owners Name  
 3b. \_\_\_\_\_ 3d. \_\_\_\_\_  
 New Registered Owners Name New Registered Owners Name  
 If more than one New Owner going onto title, please check the appropriate Co-owner term box.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship  
 4. 16222 Monterey Ln # 376 Huntington Beach CA 92649  
 Mailing Address of New Registered Owner City/State Zip Code  
 5. Same as Above \_\_\_\_\_  
 Actual Location Address of Unit City/State Zip Code  
 6. \$175,000 11-1-18  
 Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date  
 7a. J Sandcastle Co, LLC [Signature]  
 Signature of New Registered Owners Signature of New Registered Owners  
 7b. \_\_\_\_\_ 7d. \_\_\_\_\_  
 Signature of New Registered Owners Signature of New Registered Owners

**NEW LEGAL OWNER - Please Print or Type Clearly**

8a. \_\_\_\_\_ 8b. \_\_\_\_\_  
 New Legal Owners Name New Legal Owners Name  
 If more than one New Lender going onto title, please check the appropriate Co-owner term box below.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship  
 9. \_\_\_\_\_  
 Mailing Address of New Legal Owner City/State Zip Code

**NEW JUNIOR LIENHOLDER - Please Print or Type Clearly**

10a. \_\_\_\_\_ 10b. \_\_\_\_\_  
 New Junior Lienholder Name New Junior Lienholder Name  
 11. \_\_\_\_\_  
 Mailing Address of New Junior Lienholder City/State Zip Code

**SECTION D - RELEASE OF DEALERS**

12. \_\_\_\_\_  
 Signature of Selling Dealer Print Dealers Name and Dealer Number



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



### STATEMENT OF ERROR OR ERASURE

#### SECTION I. DESCRIPTION OF UNIT

The Decal (License) Number(s) of the unit is: LBM1081

The Trade Name of the unit is: Custom Villa

The Serial Number(s) of the unit is: AC17V710394GB / GA

#### SECTION II. STATEMENT OF ERROR

The name or information appearing on, erased from, crossed through or whited-out on line 6  
 or other area of the CERT OF TITLE

Enter name of document or form

was entered in error and has no bearing on the ownership of the unit. The name or information should not be part of the ownership record.

In the space provided below, enter the reason for the error or erasure:

*The correct purchase price should be \$175,000 due to satisfying Tax Clearance Certificate 17-18, 18-19, App 20,000 abstract judgement, past due Ground Rent + Fees, Costs. Already paid before application of fee waiver.*

#### SECTION III. CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Nov. 16, 2018 at Riverside CA

Signature J Sandcastle Co, LLC James A. Shelton, its Manager  
 Address 16222 Monterey Lane # 376 Huntington Beach CA 92649  
Date City State Address or P.O. Box City State Zip



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

Decal No: LBM1081

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b>		<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>	<b>Exp. Date</b>		
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>SPC</b>	<b>SCC</b> 30	<b>Exempt</b>	<b>Use</b> SFD	<b>Type</b> LPT
						<b>Issued</b> Sep 10, 2014		<b>Total Fees Paid</b> \$91.00	

**Addressee**

LISA T RYAN  
16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

LISA T RYAN  
16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN 376  
HUNTINGTON BEACH, CA 92649



**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT.  
THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 8169431

09102014 - 243



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

State of California  
 Department of Housing and Community Development  
 Division of Codes and Standards  
 Registration and Titling Program  
 P.O. Box 2111, Sacramento, CA 95812-2111  
 (916) 323-9224 / (800) 952-8356  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



## MULTI-PURPOSE TRANSFER FORM

**PLEASE COMPLETE ONLY THE SECTIONS THAT APPLY AND SIGN BOTTOM OF FORM**

### UNIT DESCRIPTION

Decal (License) No.(s):

L BM 1081

Serial No.(s):

AC1V710394CB / AC1V7103946A

### SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATION

I/We, the undersigned, hereby state that the manufactured home, mobilehome, or multifamily manufactured home described above is equipped with a properly working, operable smoke detector in accordance with California Health and Safety Code Section 18029.6 and a carbon monoxide detector in accordance to California Residential Code Section R315.

☒ YES ☐ NO

### PARK PURCHASE FEE EXEMPTION

The registered owner of the above-described manufactured home/mobilehome that is located on private property owned by the registered owner is exempt from payment of the \$5 Park Purchase Fund (PPF) fee (Health and Safety Code Section 18114.1). If you feel you qualify for the exemption, complete the following questions:

- Do you (the registered owner) own your manufactured home/mobilehome? ☒ YES ☐ NO
- Do you (the registered owner) own the land your manufactured home/mobilehome is located on? ☐ YES ☒ NO

### DESIGNATION OF CO-OWNER TERM

We request the Department of Housing and Community Development to register our ownership interest in the unit described above with the following co-owner term: **(READ CAREFULLY AND CHECK ONE BOX.)**

- ☐ **JTRS (Joint Tenants with Right of Survivorship):** Upon the death of a joint tenant, the interest of the deceased party passes to the surviving joint tenant. The signature of each joint tenant is required to transfer or encumber the title.
- ☐ **TENCOM AND (Tenants in Common with the names joined by the word AND):** Each tenant in common may transfer his or her individual interest without the signature of the other tenant(s) in common. The signature of each tenant in common is required to transfer full interest in the unit to a new registered owner or to encumber the title.
- ☐ **TENCOM OR (Tenants in Common with the names joined by the word OR):** Any one of the tenants in common may transfer full ownership interest in the unit to a new registered owner without the signature of the other tenant(s) in common. The signature of each tenant in common is required to encumber the title.
- ☐ **COMPRO (Community Property):** A unit may be registered as community property in the names of a husband and wife. The signature of each spouse is required to transfer full interest in the unit or encumber the title.
- ☐ **COMPRORS (Community Property with Right of Survivorship):** A unit may be registered as community property in the names of a husband and wife. At the death of one spouse, the decedent's community property interest passes to the surviving spouse without administration. The signature of each spouse is required to transfer full interest in the unit or encumber the title.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California, or from, issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11-16-2018 at Riverside CA

Signature

Date

City

State

Signature

Signature

Signature

PHONE #:

714 321-3449

E-MAIL ADDRESS:

Decal (License) No.(s):

LBM 1081

Serial No.(s):

AG7V7103946B/AG7V7103946B

**DECLARATION OF INSTALLATION OF WATER HEATER SEISMIC BRACING**

I/We the undersigned hereby state that all fuel gas-burning water heater appliances in the manufactured home, mobilehome, or multifamily manufactured housing described above are seismically braced, anchored, or strapped in accordance with Health and Safety Code Section 18031.7 and Part 5 of Title 24 of the California Code of Regulations.



YES



NO



Electric water heater is installed per manufacturer's instructions.

**SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION****REASON FOR USE TAX AND/OR MOBILEHOME RECOVERY FUND FEE EXEMPTION**

Check appropriate box(es):



The above-described unit was a gift. All rights and interest of ownership were transferred without exchange or money or other valuable consideration.



The above-described unit has been acquired from:

parents, spouse, grandparent(s), grandchild, child, brother(s)\*, sister(s)\*



The name of a

show relationship

is being

☐ ADDED☐ DELETED

to the record.



The above-described unit was received as the result of an inheritance.



Transfer of the above-described unit is being made pursuant to a court order.



The transfer of the unit is being made to a revocable trust which (1) the seller has an unrestricted power to revoke the trust, (2) the transfer does not result in any change in the beneficial ownership of the property, (3) the trust provides that upon revocation of the trust the property will revert wholly to the seller, and (4) the only consideration for the transfer is the assumption by the trust of an existing loan for which the tangible personal property being transferred is the sole collateral for the assumed loan.

\*NOTE: A sale between brother(s) or sister(s) is subject to use tax unless both are minors. If minors, check here: ☐

**SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION****DESIGNATION OF TRUST**

I/We, the undersigned trustee(s), hereby state that the unit described above has been placed into a trust. This Declaration of Trust is dated \_\_\_\_\_.

In compliance with Section 18080.1(b) of the California Health and Safety Code, I/we as trustee(s) hereby request the unit described above be registered as shown below. I/We acknowledge that the Department's permanent title record and the titling documents for the unit will reflect the information as shown below.

Print Name of the Trust. This is how the name of the Trust will appear on title.

I/We as trustee(s) agree(s) to notify and make application with the Department of Housing and Community Development to appropriately amend the permanent registration and titling record immediately upon any change to the original trust agreement described herein by submitting this form along with all appropriate documents, fees or any other needed items to the Department.

I/We as trustee(s) further agree(s) to indemnify and save harmless the Director of the Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California and from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_

at \_\_\_\_\_

Date

City

State

Trustee Signature(s): \_\_\_\_\_

Street Address or P.O. Box \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_





# TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GB/ AC7V710394GA	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER RYAN, LISA T 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO, LLC 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

- ☐ Delinquent license fees
- ☒ Property taxes applicable to the home identified above through the fiscal year 2018-2019
- ☒ A security deposit for payment of the property taxes for the fiscal year 2019-2020
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER JANUARY 15, 2019.

Executed on November 16, 2018 at Santa Ana.  
Treasurer-Tax Collector for Orange County, State of California.

Issued on November 16, 2018

§§2189.8, 5832 R & T Code

TDL 10-01 (7-87)



**EXHIBIT 25**

001248



DTN: 12153896

Decal: LBM1081

Unit ID: 252606085

Trans Type: L/O Assignment

Trans Date: 02/01/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 02/23/2021 User Name: SHAH, KIRAN





**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATE OF TITLE**

**Manufactured Home**

**Decal: LBM1081**

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b> ..	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Jan 19, 2019

**Addressee**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**IMPORTANT**

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 10670236

01192019 - 2



**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_

State \_\_\_\_\_

**SECTION B - RELEASING SIGNATURES**

1a. \_\_\_\_\_  
Signature of Registered Owner

1b. \_\_\_\_\_ Date of Release \_\_\_\_\_

2. \_\_\_\_\_  
Legal Owner of Record (if any) sign and check appropriate box  
☐ Release ☐ Retain ☐ Assign Interest  
 (\* If Assign Interest is checked, Complete New Legal Owner Below)

**SECTION C - NEW OWNER INFORMATION****NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. \_\_\_\_\_ New Registered Owners Name  
 3c. \_\_\_\_\_ New Registered Owners Name

3b. \_\_\_\_\_ New Registered Owners Name  
 3d. \_\_\_\_\_ New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. \_\_\_\_\_ Mailing Address of New Registered Owner  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

5. \_\_\_\_\_ Actual Location Address of Unit  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

6. \_\_\_\_\_ Purchase Price or check box if Gift ☒ \_\_\_\_\_  
 Date of Transfer Date \_\_\_\_\_

7a. \_\_\_\_\_ Signature of New Registered Owners  
 7d. \_\_\_\_\_ Signature of New Registered Owners

7b. \_\_\_\_\_ Signature of New Registered Owners  
 7d. \_\_\_\_\_ Signature of New Registered Owners

8a. BRIAN J. GALLIAN New Legal Owners Name  
 8b. STEVEN D. GALLIAN New Legal Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box below.  
☒ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. 16222 Monterey Ln #376 Mailing Address of New Legal Owner  
Huntington Beach, CA City/State 92649 Zip Code

**NEW JUNIOR LIENHOLDER - Please Print or Type Clearly**

10a. \_\_\_\_\_ New Junior Lienholder Name  
 10b. \_\_\_\_\_ New Junior Lienholder Name

11. \_\_\_\_\_ Mailing Address of New Junior Lienholder  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

**SECTION D - RELEASE OF DEALERS**

12. \_\_\_\_\_ Signature of Selling Dealer  
 \_\_\_\_\_ Print Dealers Name and Dealer Number

OSP 09 112819



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b> -	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>	<b>Exp. Date</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Jan 19, 2019	

**Addressee**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

\*\*\*\*\*

**ATTENTION OWNER:**

**THIS IS THE REGISTRATION CARD FOR THE UNIT DESCRIBED ABOVE. PLEASE KEEP THIS CARD IN A SAFE PLACE WITHIN THE UNIT.**

**INSTRUCTIONS FOR RENEWAL:**

**REGISTRATION FOR THIS UNIT EXPIRES ON THE DATE INDICATED ABOVE IN THE BOX LABELED "Exp. Date". THERE ARE SUBSTANTIAL PENALTIES FOR DELINQUENCY. IF YOU DO NOT RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS PRIOR TO THE EXPIRATION DATE, CONTACT H.C.D. FOR RENEWAL INSTRUCTIONS.**

\*\*\*\*\*

**IMPORTANT**

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 10670236

01192019 - 1





STATE OF CALIFORNIA  
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS  
REGISTRATION AND TITLING PROGRAM



### STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):  <i>LBM 1081</i>	Trade Name:	Serial No.(s):
--	-------------	----------------

I/We, the undersigned, hereby state:

*The original paperwork to add legal owner was lost in the mail. Customer sent photocopies of the application. Representative for J-Sandcastle CO LLC, Jamie Gallian states the legal owner is Joint Ronald J. Pierpont and JPod LLC at the same address: 16222 Monterey Ln # 376 Huntington Beach CA 92649*

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 02/22/2021 at Sacramento, CA  
Date City State

Signature(s): <i>Rebecca O'Loughlin</i>	Printed name(s): <i>Rebecca O'Loughlin, Program Tech III</i>
--	---

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**STATEMENT TO ENCUMBER**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: ACTV710394GB/GA

**SECTION II. LEGAL OWNER INFORMATION**

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

Ronald J. Pierpont, Member J Pad LLC  
 (Name of New Legal Owner)

Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649  
Street Address or P.O. Box City State Zip

**SECTION III. CERTIFICATION**

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/20/2020 at HUNTINGTON BEACH, CALIFORNIA  
Date City State

Signature of each registered owner:

Printed name of each registered owner:

Jamie L. Gallian, Member

J-SANDCASTLE CO LLC JAMIE L. GALLIAN, MEMBER

Address: 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649  
Street Address or P. O. Box City State Zip



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**STATEMENT OF FACTS**

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM1081	Trade Name: Custom Villa	Serial No.(s): AC7V710394GB AC7V710394GA
------------------------------------	-----------------------------	--

I/We, the undersigned, hereby state:

J-Sandcastle wishes to disregard former Statement to Encumber/Lien Assignment for favor of NEW legal owner J-Pad LLC Ronald S. Pierpont. The new legal owner is J-Pad LLC, Ronald S Pierpont, Member.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 8/20/2020 at Huntington Beach, CA  
Date City State

Signature(s):

*J-Sandcastle LLC  
 by Jamel Balian*  
 JAMEL BALIAN

Printed name(s):

J-Sandcastle CO LLC

Address 16222 Monterey Ln #376

City Huntington Beach State CA

HCD RT 476.6 (Rev. 07/16)



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**STATEMENT OF FACTS**

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):	Trade Name:	Serial No.(s):
LBM 1081	SKYLINE HOMES	AC7V710394GB/GA

I/We, the undersigned, hereby state: *J-Sandcastle Co LLC made errors on the Certificate of Title. The only change to the Certificate of Title is the addition of two names as legal owners as indicated on the Statement to Encumber dated 8/20/2020. The legal owners to be added to the Certificate of Title are STEVEN D. GALLIAN and BRIAN J. GALLIAN*

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 08/20/2020 at HUNTINGTON BEACH CA  
Date City State

Signature(s): <i>Jamie Gallian</i>	Printed name(s): J-SANDCASTLE CO LLC JAMIE GALLIAN MEMBER
---------------------------------------	--

Address 16222 MONTEREY LN. #376  
 City HUNTINGTON BEACH State CA

HCD.RT 476.6 (Rev. 07/16)





Copy

STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**STATEMENT TO ENCUMBER**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB/GA

**SECTION II. LEGAL OWNER INFORMATION**

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

STEVEN D GALLIAN AND BRIAN J. GALLIAN JOINT TENANTS Right of Survivorship

(Name of New Legal Owner)

Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

**SECTION III. CERTIFICATION**

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/20/2020

Date

at

HUNTINGTON BEACH, CALIFORNIA

City

State

Signature of each registered owner:

Printed name of each registered owner:

Jamie L. Gallian, Member

J-SANDCASTLE CO LLC JAMIE L. GALLIAN, MEMBER

Address: 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

Street Address or P. O. Box

City

State

Zip



STATE OF CALIFORNIA  
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS  
REGISTRATION AND TITLING PROGRAM



**LIEN ASSIGNMENT**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM 1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB/GA

**SECTION II. NAME AND ADDRESS OF PARTY ASSIGNING LIEN (ASSIGNOR)**

Name of Assignor: J-SANDCASTLE CO LLC, JAMIE L. GALLIAN, MEMBER

Mailing Address of Assignor: 16222 Monterey Ln. #376 Huntington Beach CA 92649

Street Address or P.O. Box

City

State

Zip

**SECTION III. DEBTOR(S) NAME AND ADDRESS**

Name of Debtor(s): J-SANDCASTLE CO LLC, JAMIE L. GALLIAN, MEMBER

Mailing Address of Debtor(s): 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

Location Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address

City

County

State

**SECTION IV. NAME AND ADDRESS OF PARTY TO WHICH LIEN HAS BEEN ASSIGNED (ASSIGNEE)**

Name of Assignee: STEVEN D. GALLIAN AND BRIAN J. GALLIAN, JOINT TENANTS Right of Survivorship

Mailing Address of Assignee: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

**SECTION V. ASSIGNOR'S CERTIFICATION**

I/We the assignor certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct that my/our lien in the name of the debtor(s), for the described unit, has been transferred to the assignee on 8/20/2020

Date of Lien Assignment

Executed on 8/20/2020 at HUNTINGTON BEACH, CA

Date

City

State

Signature of Authorized Agent: 



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On AUG,28,2020 before me, ALEX MAJDPUR NOTARY PUBLIC

(insert name and title of the officer)

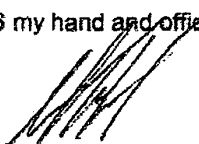
personally appeared JAMIE LYNN GALLIAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

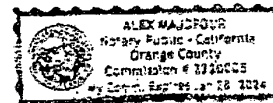
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

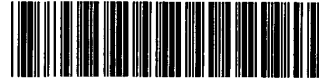






**EXHIBIT 26**

001271



DTN: 12313525

Decal: LBM1081

Unit ID: 252606085

Trans Type: R/O Transfer - No Sale

Trans Date: 07/14/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/02/2021 User Name: SHAH, KIRAN



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b>	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Feb 24, 2021

**Addressee**

RONALD J PIERPONT  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

JUL 14 2021

**Registered Owner(s)**

J-SANDCASTLE CO LLC  
 16222 MONTEREY LANE ROOM 376  
 HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

**Legal Owner(s)**

RONALD J PIERPONT  
 JPAD LLC  
 Tenants in Common Or  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649  
 Lien Perfected On: 08/20/20 11:58:00

12313525

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
 CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 2

001274

EXHIBIT 26, PAGE 468

**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 2/25/2021 at Huntington Beach CALIFORNIA  
Jamil Lynn Gallian, its member J SANDCASTLE COLLC  
 Signature Printed Name

**SECTION B - RELEASING SIGNATURES**

1a. J SANDCASTLE COLLC Jamil Lynn Gallian, its member Date of Release 2/25/2021  
 Releasing Signature of Registered Owner

1b. \_\_\_\_\_ Date of Release \_\_\_\_\_  
 Releasing Signature of Registered Owner

2. \_\_\_\_\_ ☒ Release ☐ Retain \* ☐ Assign Interest  
 Legal Owner of Record (if any) sign and check appropriate box (\* If Assign Interest is checked - Complete New Legal Owner Below)

**SECTION C - NEW OWNER INFORMATION****NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. JAMIL LYNN GALLIAN 3c. J SANDCASTLE COLLC  
 New Registered Owners Name New Registered Owners Name  
 3b. J SANDCASTLE COLLC 3d. \_\_\_\_\_  
 New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☒ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☒ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. 16222 Monterey Ln #376 Huntington Beach, CA 92649  
 Mailing Address of New Registered Owner City/State Zip Code  
 5. 16222 Monterey Ln #376 Huntington Beach, CA 92649  
 Actual Location Address of Unit City/State Zip Code

6. 0 2/25/2021  
 Purchase Price or check box if Gift-☒ Purchase Date or Transfer Date  
 7a. Jamil Lynn Gallian 7c. Jamil Lynn Gallian, its member.  
 Signature of New Registered Owners Signature of New Registered Owners  
 7b. J SANDCASTLE COLLC 7d. J SANDCASTLE COLLC  
 Signature of New Registered Owners Signature of New Registered Owners

**NEW LEGAL OWNER - Please Print or Type Clearly**

8a. J PAD, LLC 8b. \_\_\_\_\_  
 New Legal Owners Name New Legal Owners Name  
 If more than one New Lender going onto title, please check the appropriate Co-owner term box below.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☒ Trust/Trustee(s)  
 (\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. 16222 Monterey Ln #376 Huntington Beach, CA 92649  
 Mailing Address of New Legal Owner City/State Zip Code

**NEW JUNIOR LIENHOLDER - Please Print or Type Clearly**

10a. \_\_\_\_\_ 10b. \_\_\_\_\_  
 New Junior Lienholder Name New Junior Lienholder Name  
 11. \_\_\_\_\_  
 Mailing Address of New Junior Lienholder City/State Zip Code

**SECTION D - RELEASE OF DEALERS**

12. \_\_\_\_\_  
 Signature of Selling Dealer Print Dealers Name and Dealer Number

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public  
(insert name and title of the officer)

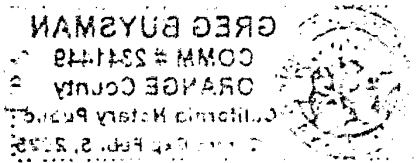
personally appeared Denise Lynn Costigan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Greg Buysman (Seal)





# STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REGISTRATION CARD

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY	Exp. Date
90002 SKYLINE HOMES INC	CUSTOM VILLA		05/29/2014	07/28/2014		
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Feb 24, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

**Addressee**

RONALD J PIERPONT  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Legal Owner(s)**

RONALD J PIERPONT  
JPAD LLC  
Tenants in Common Or  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Lien Perfected On: 08/20/20 11:58:00

LEGAL OWNER COPY  
INFORMATION ONLY

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 1



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

**Decal: LBM1081**

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b>	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>	<b>Exp. Date</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Feb 24, 2021	

**Addressee**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Legal Owner(s)**

RONALD J PIERPONT  
JPAD LLC  
Tenants in Common Or  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Lien Perfected On: 08/20/20 11:58:00

\*\*\*\*\*

**ATTENTION OWNER:**

**THIS IS THE REGISTRATION CARD FOR THE  
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS  
CARD IN A SAFE PLACE WITHIN THE UNIT.**

**INSTRUCTIONS FOR RENEWAL:**

**REGISTRATION FOR THIS UNIT EXPIRES ON THE  
DATE INDICATED ABOVE IN THE BOX LABELED  
"Exp. Date". THERE ARE SUBSTANTIAL  
PENALTIES FOR DELINQUENCY. IF YOU DO NOT  
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS  
PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.**

\*\*\*\*\*

**IMPORTANT**

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 12153896

02242021 - 1



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**LIEN SATISFIED**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a:

☒ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081

The Trade Name of the unit is: CUSTOM VILLA

The Serial No.(s) of the unit is: AC7V710394GB/AC7V710394GA

**SECTION II. DEBTOR(S) NAME(S)**

Name of Debtor(s): J-SANDCASTLE CO, LLC

**SECTION III. LIENHOLDER'S CERTIFICATION**

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

*Ronald J Pierpont* Date 7/9/2021

Address 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649  
Street Address or P.O. Box City State Zip



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



### STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):  
LBM 1081

Trade Name:  
Skyline Custom Villa

Serial No.(s):  
AC7V710394GB/GA

I/We, the undersigned, hereby state:

Jamie Lynn Gallian is the sole registered owner of 2014 home. J-Pad LLC or Robert McLelland is the Legal Owner.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 25th of Feb. 2021 at Huntington Beach, CA 92649  
Date City State

Signature(s):

Printed name(s):  
Jamie Lynn Gallian

21742 Anza Avenue

Address

Torrance

City

CA 90503

State

HCD RT 476.6 (Rev. 07/16)





## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public  
(insert name and title of the officer)

personally appeared Denise Lynn Gollie  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Greg Buysman (Seal)





STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



### STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):  LBM1081	Trade Name:	Serial No.(s):
--	-------------	----------------

I/We, the undersigned, hereby state:

*I spoke with Jamie Gallian and she states the unit should be registered as Jamie Gallian as sole registered owner. The lien has been satisfied and there is no legal owner at this time. Jamie advised the county and was told there was no need to revise the Tax Clearance certificate.*

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 7/28/21 at Sacramento, CA  
Date City State

Signature(s): <i>Debra M. O'Loughlin</i>	Printed name(s): <i>Debra M. O'Loughlin, Program Tech III</i>
---	--

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_



State of California  
 Department of Housing and Community Development  
 Division of Codes and Standards  
 Registration and Titling Program  
 P.O. Box 277820, Sacramento, CA 95827-7820  
 (800) 952-8356  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



## MULTI-PURPOSE TRANSFER FORM

**PLEASE COMPLETE ONLY THE SECTIONS THAT APPLY AND SIGN BOTTOM OF FORM**

### UNIT DESCRIPTION

Decal (License) No.(s): LBM1081

Serial No.(s): AC7V710394GA; AV7V710394GA

### SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATION

I/We, the undersigned, hereby state that the manufactured home, mobilehome, or multifamily manufactured home described above is equipped with a properly working, operable smoke detector in accordance with California Health and Safety Code Section 18029.6 and a carbon monoxide detector in accordance to California Residential Code Section R315.

☒ YES ☐ NO

### PARK PURCHASE FEE EXEMPTION

The registered owner of the above-described manufactured home/mobilehome that is located on private property owned by the registered owner is exempt from payment of the \$5 Park Purchase Fund (PPF) fee (Health and Safety Code Section 18114.1). If you feel you qualify for the exemption, complete the following questions:

- Do you (the registered owner) own your manufactured home/mobilehome? ☒ YES ☐ NO
- Do you (the registered owner) own the land your manufactured home/mobilehome is located on? ☐ YES ☒ NO

### DESIGNATION OF CO-OWNER TERM

We request the Department of Housing and Community Development to register our ownership interest in the unit described above with the following co-owner term: **(READ CAREFULLY AND CHECK ONE BOX.)**

- ☐ **JTRS (Joint Tenants with Right of Survivorship):** Upon the death of a joint tenant, the interest of the deceased party passes to the surviving joint tenant. The signature of each joint tenant is required to transfer or encumber the title.
- ☒ **TENCOM AND (Tenants in Common with the names joined by the word AND):** Each tenant in common may transfer his or her individual interest without the signature of the other tenant(s) in common. The signature of each tenant in common is required to transfer full interest in the unit to a new registered owner or to encumber the title.
- ☐ **TENCOM OR (Tenants in Common with the names joined by the word OR):** Any one of the tenants in common may transfer full ownership interest in the unit to a new registered owner without the signature of the other tenant(s) in common. The signature of each tenant in common is required to encumber the title.
- ☐ **COMPRO (Community Property):** A unit may be registered as community property in the names of a husband and wife. The signature of each spouse is required to transfer full interest in the unit or encumber the title.
- ☐ **COMPRORS (Community Property with Right of Survivorship):** A unit may be registered as community property in the names of a husband and wife. At the death of one spouse, the decedent's community property interest passes to the surviving spouse without administration. The signature of each spouse is required to transfer full interest in the unit or encumber the title.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California, or from, issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 02/25/2021

at HUNTINGTON BEACH, CALIFORNIA

COUNTY OF ORANGE

Signature Jamie Lynn Gallian  
 Date

City J-SANDCASTLE CO LLC, JAMIE LYNN GALLIAN, State  
 Signature IT'S MEMBER

Signature

Signature

PHONE #: (714) 321-3449

E-MAIL ADDRESS: jamiegallian@gmail.com

HCD RT 476.6G Side 1 (Rev. 08/20)





Decal (License) No.(s): LBM1081

Serial No.(s): AC7V710394GA; AC7V710394GA

**DECLARATION OF INSTALLATION OF WATER HEATER SEISMIC BRACING**

I/We the undersigned hereby state that all fuel gas-burning water heater appliances in the manufactured home, mobilehome, or multifamily manufactured housing described above are seismically braced, anchored, or strapped in accordance with Health and Safety Code Section 18031.7 and Part 5 of Title 24 of the California Code of Regulations.

☒ YES ☐ NO ☐ Electric water heater is installed per manufacturer's instructions.

**SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION****REASON FOR USE TAX AND/OR MOBILEHOME RECOVERY FUND FEE EXEMPTION**

Check appropriate box(es):

- ☒ The above-described unit was a gift. All rights and interest of ownership were transferred without exchange or money or other valuable consideration.
- ☒ The above-described unit has been acquired from: J-SANDCASTLE CO LLC, JAMIE LYNN GALLIAN, ITS MEMBER  
parents, spouse, grandparent(s), grandchild, child, brother(s)\*, sister(s)\*
- ☒ The name of a CO-OWNER is being ☒ **ADDED** ☐ **DELETED** to the record.  
*show relationship*
- ☐ The above-described unit was received as the result of an inheritance.
- ☐ Transfer of the above-described unit is being made pursuant to a court order.
- ☐ The transfer of the unit is being made to a revocable trust which (1) the seller has an unrestricted power to revoke the trust, (2) the transfer does not result in any change in the beneficial ownership of the property, (3) the trust provides that upon revocation of the trust the property will revert wholly to the seller, and (4) the only consideration for the transfer is the assumption by the trust of an existing loan for which the tangible personal property being transferred is the sole collateral for the assumed loan.

\*NOTE: A sale between brother(s) or sister(s) is subject to use tax unless both are minors. If minors, check here: ☐

**SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION****DESIGNATION OF TRUST**

I/We, the undersigned trustee(s), hereby state that the unit described above has been placed into a trust. This Declaration of Trust is dated \_\_\_\_\_.

In compliance with Section 18080.1(b) of the California Health and Safety Code, I/we as trustee(s) hereby request the unit described above be registered as shown below. I/We acknowledge that the Department's permanent title record and the titling documents for the unit will reflect the information as shown below.

*Print Name of the Trust. This is how the name of the Trust will appear on title.*

I/We as trustee(s) agree(s) to notify and make application with the Department of Housing and Community Development to appropriately amend the permanent registration and titling record immediately upon any change to the original trust agreement described herein by submitting this form along with all appropriate documents, fees or any other needed items to the Department.

I/We as trustee(s) further agree(s) to indemnify and save harmless the Director of the Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California and from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
*Date City State*

\_\_\_\_\_  
*Trustee Signature(s):*

\_\_\_\_\_  
*Street Address or P.O. Box City State*





# TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GA, AC7V710394GB	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER J-SANDCASTLE CO LLC 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO LLC & JAMIE L. GALLIAN 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

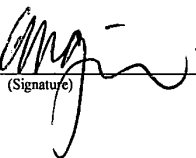
- ☐ Delinquent license fees
- ☐ Property taxes applicable to the home identified above through the fiscal year
- ☒ A security deposit for payment of the property taxes for the fiscal year 2021-2022
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER SEPTEMBER 7, 2021.

Executed on July 9, 2021 at Santa Ana.  
Treasurer-Tax Collector for Orange County, State of California.

Issued on July 9, 2021

  
(Signature)

§2189.8, 5832 R & T Code

TDL 10-01 (7-87)



**EXHIBIT 27**

001296



DTN: 12339739

Decal: LBM1081

Unit ID: 252606085

Trans Type: L/O Addition

Trans Date: 08/10/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/11/2021      User Name: CRUZ, SYLVIA





# STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model		DOM	DFS	RY
90002 SKYLINE HOMES INC	CUSTOM VILLA			05/29/2014	07/28/2014	
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Aug 03, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12313525

08032021 - 2

AUG 10 2021

001299

EXHIBIT 27, PAGE 492

12339939

**SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION**

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Signature

Printed Name

**SECTION B - RELEASING SIGNATURES**

1a. \_\_\_\_\_ Date of Release \_\_\_\_\_  
Releasing Signature of Registered Owner

1b. \_\_\_\_\_ Date of Release \_\_\_\_\_  
Releasing Signature of Registered Owner

2. \_\_\_\_\_ ☐ Release ☐ Retain \* ☐ Assign Interest  
Legal Owner of Record (if any) sign and check appropriate box (\* If Assign Interest is checked - Complete New Legal Owner Below)

**SECTION C - NEW OWNER INFORMATION****NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. \_\_\_\_\_ 3c. \_\_\_\_\_  
New Registered Owners Name New Registered Owners Name

3b. \_\_\_\_\_ 3d. \_\_\_\_\_  
New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR \* ☐ Trust/Trustee(s)  
(\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. \_\_\_\_\_ 5. \_\_\_\_\_  
Mailing Address of New Registered Owner City/State Zip Code

5. \_\_\_\_\_ 6. \_\_\_\_\_  
Actual Location Address of Unit City/State Zip Code

6. \_\_\_\_\_  
Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date

7a. \_\_\_\_\_ 7c. \_\_\_\_\_  
Signature of New Registered Owners Signature of New Registered Owners

7b. \_\_\_\_\_ 7d. \_\_\_\_\_  
Signature of New Registered Owners Signature of New Registered Owners

**NEW LEGAL OWNER - Please Print or Type Clearly**

8a. \_\_\_\_\_ 8b. \_\_\_\_\_  
New Legal Owners Name New Legal Owners Name

If more than one New Lender going onto title, please check the appropriate Co-owner term box below.  
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR \* ☐ Trust/Trustee(s)  
(\* If this box is checked-Complete HCD 476.6B)  
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. \_\_\_\_\_  
Mailing Address of New Legal Owner City/State Zip Code

**NEW JUNIOR LIENHOLDER - Please Print or Type Clearly**

10a. \_\_\_\_\_ 10b. \_\_\_\_\_  
New Junior Lienholder Name New Junior Lienholder Name

11. \_\_\_\_\_  
Mailing Address of New Junior Lienholder City/State Zip Code

**SECTION D - RELEASE OF DEALERS**

12. \_\_\_\_\_  
Signature of Selling Dealer Print Dealers Name and Dealer Number

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

**Decal: LBM1081**

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b>	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>	<b>Exp. Date</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Aug 03, 2021	

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

\*\*\*\*\*

**ATTENTION OWNER:**

**THIS IS THE REGISTRATION CARD FOR THE  
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS  
CARD IN A SAFE PLACE WITHIN THE UNIT.**

**INSTRUCTIONS FOR RENEWAL:**

**REGISTRATION FOR THIS UNIT EXPIRES ON THE  
DATE INDICATED ABOVE IN THE BOX LABELED  
"Exp. Date". THERE ARE SUBSTANTIAL  
PENALTIES FOR DELINQUENCY. IF YOU DO NOT  
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS  
PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.**

\*\*\*\*\*

**IMPORTANT**

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 12313525

08032021 - 1



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



### STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):	Trade Name:	Serial No.(s):
LBM1081	CUSTOM VILLA	AC7V710394GB/GA

I/We, the undersigned, hereby state:

Jamie L. Gallian, say that J-Pad, LLC is the Legal Owner and perfected their lien 1/14/2019. ★

The correct Address for the Legal Owner - J-Pad LLC  
 21742 Anza Ave, Torrance, CA 90503

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 8/6/2021 at Huntington Beach, CA  
Date City State

Signature(s): 	Printed name(s): Jamie Lynn Gallian
-------------------	--

Address 16222 Monterey Ln #376  
 City Huntington Beach State CA 92649



STATE OF CALIFORNIA  
 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
 DIVISION OF CODES AND STANDARDS  
 REGISTRATION AND TITLING PROGRAM



**STATEMENT TO ENCUMBER**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES-CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB; AC7V710394GA

**SECTION II. LEGAL OWNER INFORMATION**

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

J-PAD, LLC - SOS ENTITY NO. 201804010750

(Name of New Legal Owner)

Address: 2702 N. GAFF STREET ORANGE, CA 92865  
Street Address or P. O. Box City State Zip

**SECTION III. CERTIFICATION**

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 1/14/2019 at HUNTINGTON BEACH, CALIFORNIA, CO. OF ORANGE  
Date City State

Signature of each registered owner:

*Joe L. Llanos, its member*

Printed name of each registered owner:

J-SANDCASTLE CO LLC

Address: 16222 MONTEREY LN 376 HUNTINGTON BEACH, CA 92649  
Street Address or P. O. Box City State Zip





**EXHIBIT 28**

001307

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 1 of 60

Fill in this information to identify your case:

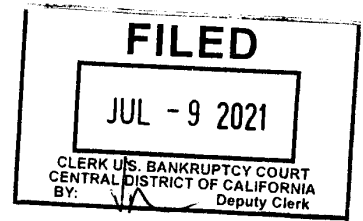
United States Bankruptcy Court for the:

CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) \_\_\_\_\_

Chapter you are filing under:

- ☒ Chapter 7  
☐ Chapter 11  
☐ Chapter 12  
☐ Chapter 13



☐ Check if this is an amended filing

## Official Form 101

# Voluntary Petition for Individuals Filing for Bankruptcy

04/20

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

### Part 1: Identify Yourself

#### About Debtor 1:

#### About Debtor 2 (Spouse Only in a Joint Case):

#### 1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

**Jamie**

First name

**Lynn**

Middle name

Bring your picture identification to your meeting with the trustee.

**Gallian**

Last name and Suffix (Sr., Jr., II, III)

First name

Middle name

Last name and Suffix (Sr., Jr., II, III)

#### 2. All other names you have used in the last 8 years

Include your married or maiden names.

**Jamie L Gallian**

#### 3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

**xxx-xx-3936**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 2 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**About Debtor 1:****About Debtor 2 (Spouse Only in a Joint Case):****4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years**☒ I have not used any business name or EINs.☐ I have not used any business name or EINs.Include trade names and  
doing business as names

Business name(s)

Business name(s)

EIN

EIN

**5. Where you live****If Debtor 2 lives at a different address:****16222 Monterey Ln. SP#376  
Huntington Beach, CA 92649**

Number, Street, City, State &amp; ZIP Code

Number, Street, City, State &amp; ZIP Code

**Orange**  
County

County

**If your mailing address is different from the one  
above, fill it in here.** Note that the court will send any  
notices to you at this mailing address.**If Debtor 2's mailing address is different from yours, fill it  
in here.** Note that the court will send any notices to this  
mailing address.

Number, P.O. Box, Street, City, State &amp; ZIP Code

Number, P.O. Box, Street, City, State &amp; ZIP Code

**6. Why you are choosing  
this district to file for  
bankruptcy***Check one:*☒ Over the last 180 days before filing this petition,  
I have lived in this district longer than in any  
other district.☐ I have another reason.  
Explain. (See 28 U.S.C. § 1408.)*Check one:*☐ Over the last 180 days before filing this petition, I  
have lived in this district longer than in any other  
district.☐ I have another reason.  
Explain. (See 28 U.S.C. § 1408.)

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 3 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) \_\_\_\_\_

**Part 2: Tell the Court About Your Bankruptcy Case**

- 7. The chapter of the Bankruptcy Code you are choosing to file under** *Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.*
- ☒ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- 
- 8. How you will pay the fee** ☒ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.
- 
- 9. Have you filed for bankruptcy within the last 8 years?** ☒ No.
- ☐ Yes.
- |                |            |                   |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
- 
- 10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?** ☒ No
- ☐ Yes.
- |                             |                           |
|-----------------------------|---------------------------|
| Debtor _____                | Relationship to you _____ |
| District _____              | When _____                |
| Case number, if known _____ |                           |
| Debtor _____                | Relationship to you _____ |
| District _____              | When _____                |
| Case number, if known _____ |                           |
- 
- 11. Do you rent your residence?** ☒ No. Go to line 12.
- ☐ Yes. Has your landlord obtained an eviction judgment against you?
- ☐ No. Go to line 12.
- ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 4 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**Part 3: Report About Any Businesses You Own as a Sole Proprietor****12. Are you a sole proprietor of any full- or part-time business?**☒ No. Go to Part 4.☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State &amp; ZIP Code

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ None of the above

**13. Are you filing under Chapter 11 of the Bankruptcy Code, and are you a small business debtor or a debtor as defined by 11 U.S.C. § 1182(1)?**

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor or a debtor choosing to proceed under Subchapter V so that it can set appropriate deadlines. If you indicate that you are a small business debtor or you are choosing to proceed under Subchapter V, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☒ No. I am not filing under Chapter 11.☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.☐ Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I do not choose to proceed under Subchapter V of Chapter 11.☐ Yes. I am filing under Chapter 11, I am a debtor according to the definition in § 1182(1) of the Bankruptcy Code, and I choose to proceed under Subchapter V of Chapter 11.**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention****14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?**☒ No.☐ Yes. What is the hazard?

If immediate attention is needed, why is it needed?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property?

Number, Street, City, State &amp; Zip Code

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 5 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling****15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

**About Debtor 1:**

*You must check one:*

- ☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:
- ☐ **Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

**About Debtor 2 (Spouse Only in a Joint Case):**

*You must check one:*

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:
- ☐ **Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 6 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**Part 6: Answer These Questions for Reporting Purposes**

16. What kind of debts do you have?	16a.	<b>Are your debts primarily consumer debts?</b> <i>Consumer debts</i> are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> No. Go to line 16b. <input checked="" type="checkbox"/> Yes. Go to line 17.
	16b.	<b>Are your debts primarily business debts?</b> <i>Business debts</i> are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment. <input type="checkbox"/> No. Go to line 16c. <input type="checkbox"/> Yes. Go to line 17.
	16c.	State the type of debts you owe that are not consumer debts or business debts

---

17. Are you filing under Chapter 7?	<input type="checkbox"/> No. I am not filing under Chapter 7. Go to line 18.  <input checked="" type="checkbox"/> Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?  <input type="checkbox"/> No <input type="checkbox"/> Yes
-------------------------------------	---

---

18. How many Creditors do you estimate that you owe?	<input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> More than 100,000
--	--	---	---

---

19. How much do you estimate your assets to be worth?	<input type="checkbox"/> \$0 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$1,000,001 - \$10 million <input type="checkbox"/> \$10,000,001 - \$50 million <input type="checkbox"/> \$50,000,001 - \$100 million <input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> \$500,000,001 - \$1 billion <input type="checkbox"/> \$1,000,000,001 - \$10 billion <input type="checkbox"/> \$10,000,000,001 - \$50 billion <input type="checkbox"/> More than \$50 billion
---	---	--	--

---

20. How much do you estimate your liabilities to be?	<input type="checkbox"/> \$0 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input checked="" type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$1,000,001 - \$10 million <input type="checkbox"/> \$10,000,001 - \$50 million <input type="checkbox"/> \$50,000,001 - \$100 million <input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> \$500,000,001 - \$1 billion <input type="checkbox"/> \$1,000,000,001 - \$10 billion <input type="checkbox"/> \$10,000,000,001 - \$50 billion <input type="checkbox"/> More than \$50 billion
--	---	--	--

**Part 7: Sign Below****For you**

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

  
**Jamie Lynn Gallian**  
 Signature of Debtor 1

Signature of Debtor 2

Executed on

7/9/2021  
MM/DD/YYYY

Executed on

MM/DD/YYYY

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 7 of 60

Debtor 1 **Jamie Lynn Galian**

Case number (if known)

**For your attorney, if you are represented by one**

**If you are not represented by an attorney, you do not need to file this page.**

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

Signature of Attorney for Debtor Date MM / DD / YYYY

Firm name

Number, Street, City, State & ZIP Code

Contact phone Email address

Bar number & State

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 8 of 60

Debtor 1

First Name Middle Name Last Name

Case number (if known)

**For you if you are filing this  
bankruptcy without an  
attorney**

**If you are represented by  
an attorney, you do not  
need to file this page.**

The law allows you, as an individual, to represent yourself in bankruptcy court, but **you should understand that many people find it extremely difficult to represent themselves successfully. Because bankruptcy has long-term financial and legal consequences, you are strongly urged to hire a qualified attorney.**

To be successful, you must correctly file and handle your bankruptcy case. The rules are very technical, and a mistake or inaction may affect your rights. For example, your case may be dismissed because you did not file a required document, pay a fee on time, attend a meeting or hearing, or cooperate with the court, case trustee, U.S. trustee, bankruptcy administrator, or audit firm if your case is selected for audit. If that happens, you could lose your right to file another case, or you may lose protections, including the benefit of the automatic stay.

You must list all your property and debts in the schedules that you are required to file with the court. Even if you plan to pay a particular debt outside of your bankruptcy, you must list that debt in your schedules. If you do not list a debt, the debt may not be discharged. If you do not list property or properly claim it as exempt, you may not be able to keep the property. The judge can also deny you a discharge of all your debts if you do something dishonest in your bankruptcy case, such as destroying or hiding property, falsifying records, or lying. Individual bankruptcy cases are randomly audited to determine if debtors have been accurate, truthful, and complete.

**Bankruptcy fraud is a serious crime; you could be fined and imprisoned.**

If you decide to file without an attorney, the court expects you to follow the rules as if you had hired an attorney. The court will not treat you differently because you are filing for yourself. To be successful, you must be familiar with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules of the court in which your case is filed. You must also be familiar with any state exemption laws that apply.

Are you aware that filing for bankruptcy is a serious action with long-term financial and legal consequences?

☒ No  
☐ Yes

Are you aware that bankruptcy fraud is a serious crime and that if your bankruptcy forms are inaccurate or incomplete, you could be fined or imprisoned?

☒ No  
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out your bankruptcy forms?

☒ No

☐ Yes. Name of Person \_\_\_\_\_

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119).

By signing here, I acknowledge that I understand the risks involved in filing without an attorney. I have read and understood this notice, and I am aware that filing a bankruptcy case without an attorney may cause me to lose my rights or property if I do not properly handle the case.



Signature of Debtor 1

Date

7/9/2021  
MM / DD / YYYY

Contact phone

Cell phone

Email address

Signature of Debtor 2

Date

MM / DD / YYYY

Contact phone

Cell phone

Email address

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 9 of 60

**STATEMENT OF RELATED CASES  
INFORMATION REQUIRED BY LBR 1015-2  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None.

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None.

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None.

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

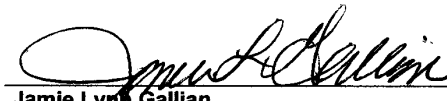
8:03-bk-1856-JB; Chapter 7; Central District of California - Santa Ana; Filed 08/04/2003; Discharged 11/17/2003

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Santa Ana, California.

Date:

7/9/2021

  
Jamie Lynn Gallian  
Signature of Debtor 1

\_\_\_\_\_  
Signature of Debtor 2

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 10 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing
**Official Form 106Sum****Summary of Your Assets and Liabilities and Certain Statistical Information**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

**Part 1: Summarize Your Assets**

	<b>Your assets</b> Value of what you own
1. <b>Schedule A/B: Property</b> (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <b>235,000.00</b>
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$ <b>19,634.34</b>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <b>254,634.34</b>

**Part 2: Summarize Your Liabilities**

	<b>Your liabilities</b> Amount you owe
2. <b>Schedule D: Creditors Who Have Claims Secured by Property</b> (Official Form 106D)	
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$ <b>561,789.00</b>
3. <b>Schedule E/F: Creditors Who Have Unsecured Claims</b> (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i> .....	\$ <b>0.00</b>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i> .....	\$ <b>427,177.76</b>
<b>Your total liabilities</b>	\$ <b>988,966.76</b>

**Part 3: Summarize Your Income and Expenses**

4. <b>Schedule I: Your Income</b> (Official Form 106I)	
Copy your combined monthly income from line 12 of <i>Schedule I</i> .....	\$ <b>1,000.00</b>
5. <b>Schedule J: Your Expenses</b> (Official Form 106J)	
Copy your monthly expenses from line 22c of <i>Schedule J</i> .....	\$ <b>2,676.00</b>

**Part 4: Answer These Questions for Administrative and Statistical Records**

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- ☒ Yes
7. **What kind of debt do you have?**
- ☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- ☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 11 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$ **1,000.00**

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

**From Part 4 on Schedule E/F, copy the following:**

9a. Domestic support obligations (Copy line 6a.)

**Total claim**

\$ **0.00**

9b. Taxes and certain other debts you owe the government. (Copy line 6b.)

\$ **0.00**

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)

\$ **0.00**

9d. Student loans. (Copy line 6f.)

\$ **0.00**

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)

\$ **0.00**

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)

+\$ **0.00**

9g. **Total.** Add lines 9a through 9f.

\$ **0.00**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 12 of 60

Fill in this information to identify your case and this filing:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			

☐ Check if this is an amended filing

## Official Form 106A/B

### Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

Located on APN 178-011-16, Space No. 376

1.1

**16222 Monterey Ln Space #376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

**Personal Residence of Debtor since 11/1/2018**  
**2014 Skyline Custom Villa Manufactured Home**  
**Decal No. LBM1081**  
**Serial Number AC7V710394GB 56'x15'2"**  
**Serial Number AC7V710394GA 60'x15'2"**

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☒ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

**\$235,000.00**

Current value of the portion you own?

**\$235,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Fee simple**

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: LPT APN 891-569-62

Registered Title with HCD Debtor's single member LLC, J-Sandcastle Co, LLC

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=&gt;

**\$235,000.00****Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 13 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) \_\_\_\_\_

**3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☐ No

☒ Yes

3.1 Make: **Kia**  
Model: **Sportage**  
Year: **2020**  
Approximate mileage: \_\_\_\_\_  
Other information: \_\_\_\_\_

**Location: 16222 Monterey Ln  
#376, Huntington Beach CA  
92649  
(LEASE)**

**Who has an interest in the property?** Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property  
(see instructions)

Do not deduct secured claims or exemptions. Put  
the amount of any secured claims on *Schedule D:  
Creditors Who Have Claims Secured by Property*.

**Current value of the  
entire property?**

**Current value of the  
portion you own?**

**\$0.00**

**\$0.00**

**4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

*Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*

☒ No

☐ Yes

**5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for  
pages you have attached for Part 2. Write that number here.....=>**

**\$0.00**

**Part 3: Describe Your Personal and Household Items**

**Do you own or have any legal or equitable interest in any of the following items?**

**Current value of the  
portion you own?**  
Do not deduct secured  
claims or exemptions.

**6. Household goods and furnishings**

*Examples: Major appliances, furniture, linens, china, kitchenware*

☐ No

☒ Yes. Describe.....

**Location: 16222 Monterey Ln #376, Huntington Beach CA 92649**

**\$4,500.00**

**7. Electronics**

*Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices  
including cell phones, cameras, media players, games*

☒ Yes. Describe **Wall Television, Computer, Printer.**

☐ No.

**\$ 500.00**

**Location: 16222 Monterey Ln #376, Huntington Beach CA 92649**

**8. Collectibles of value**

*Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections;  
other collections, memorabilia, collectibles*

☒ No

☐ Yes. Describe.....

**9. Equipment for sports and hobbies**

*Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools;  
musical instruments*

☒ No

☐ Yes. Describe.....

**10. Firearms**

*Examples: Pistols, rifles, shotguns, ammunition, and related equipment*

☒ No

☐ Yes. Describe.....

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 14 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) \_\_\_\_\_

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

**Location: 16222 Monterey Ln #376, Huntington Beach CA 92649**

**\$1,000.00**

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☒ Yes. Describe

**20 year old Movado Wrist-watch 40th birthday gift; Costume jewelry from Mother and Grandmother Misc/ sized rings, various non-gold chains and bracelets, earrings.**

**\$1,000.00**

☐ No

**Location: 16222 Monterey Ln #376, Huntington Beach CA 92649**

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☒ Yes. Describe

**5-year old Rescued Wired Terrier Dog-White "Ammie"**

☐ No.

**Location: 16222 Monterey Ln #376, Huntington Beach CA 92649**

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$7,000.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

**17.1 Checking and savings**

**J-Sandcastle Co LLC - Chase - Un-cashed Tendered Space 376 Rent Checks  
Alliant Credit Union (Personal) Stimulus Ck**

**\$ 8,050.00**

**\$ 4,048.34**

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No

☐ Yes.....

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

☐ No

☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

**J-Sandcastle Co., LLC - Debtor's single member LLC  
(Purpose is to hold Registered title with HCD, to Debtor's primary residence) LBM1081**

**100 %**

**\$0.00**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 15 of 60Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

**J-Pad, LLC****(Debtor owns 1/3 interest in LLC; only purpose  
is to hold a note and UCC-1 filing on Debtor's  
primary residence) LBM1081****33.33****%****\$0.00****20. Government and corporate bonds and other negotiable and non-negotiable instruments***Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.☒ No☐ Yes. Give specific information about them

Issuer name: \_\_\_\_\_

**21. Retirement or pension accounts***Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

**IRA****Fidelity****\$7,400.00****22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No

☒ Yes. ....

Institution name or individual:

Houser Bros Co. dba Rancho Del Rey Mobilehome Estates

Ground Lease Deposit (Ryan) Agreement Space 376 - 1/1/2006

**\$ 686.00****23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes..... Issuer name and description.**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses☒ No☐ Yes. Give specific information about them...**Money or property owed to you?****Current value of the  
portion you own?**Do not deduct secured  
claims or exemptions.**28. Tax refunds owed to you**☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No

Official Form 106A/B

Schedule A/B: Property

page 4

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 16 of 60Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

☐ Yes. Give specific information.....**30. Other amounts someone owes you***Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else*☒ No☐ Yes. Give specific information..**31. Interests in insurance policies***Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance*☒ No☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund  
value:**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

No

Father, DOD 6/17/2000, Charles J. Bradley, Jr. Probate OCSC  
30-2017-00915711\$ unknown☒ Yes. Give specific information..**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples: Accidents, employment disputes, insurance claims, or rights to sue*

No

☒ Yes. Describe each claim.....Personal Injury: Against HOA Date of Injury 8/5/2018; Severe nerve injury to  
top of left foot and left wrist injury; occurred in the HOA common area of APN  
178-771-03, located on APN 178-011-16,\$ unknown**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☐ No☒ Yes. Describe each claim.....Personal injury claims against Huntington Beach Gables  
Homeowner's Association and Ind. Jesus Jasso Jr.;  
DOI: 8/5/2018; Case No.: 30-2020-01153679\$ unknown

Potential insurance bad faith claim against Mercury

Insurance Failure to Indemnify; No lawsuit filed yet.

Related to Case No(s): 30-2017-00913985, 30-2017-00962999

\$ unknown

Real estate failure to disclose, claim against previous

homeowner Sandra Bradley; DOI: 04/11/2017; No lawsuit  
filed yet.\$ unknown

Houser Bros Co GP dba Rancho Del Rey Mobilehome Estates

Retaliation; Trespassing/Unlawful Entry; Wrongful Eviction;  
Forcible Detainer; Cruelty to an animal causing death.

Failure to offer and execute rental agreement.

\$ unknown**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information..**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**\$20,184.34**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☒ No. Go to Part 6.☐ Yes. Go to line 38.

Official Form 106A/B

Schedule A/B: Property

page 5

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 17 of 60

Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

☒ No. Go to Part 7.

☐ Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

☒ No

☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here .....

**\$0.00**

**Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2 .....		<b>\$235,000.00</b>
56. Part 2: Total vehicles, line 5	<u>\$0.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$ 7,000.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$ 20,184.34</u>	
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54	<u>+ \$0.00</u>	
62. Total personal property. Add lines 56 through 61...	<u>\$27,184.34</u>	Copy personal property total <b>\$27,184.34</b>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<b>\$262,184.34</b>

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 18 of 60

Fill in this information to identify your case:			
Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 106C

**Schedule C: The Property You Claim as Exempt**

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
Location: 16222 Monterey Ln #376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 6.1	\$7,000.00	<input checked="" type="checkbox"/> \$7,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Checking and savings: Alliant Credit= Union Stimulous Cks Line from <i>Schedule A/B</i> : 17.1	\$4,048.34	<input checked="" type="checkbox"/> \$4,048.34 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 541(b)(11)
Checking and savings: Chase Bank Line from <i>Schedule A/B</i> : 17.1 8 months uncashed rent checks tendered to Houser Bros. dba Rancho Del Rey MHE/Fidelity 401K	\$8,050.00	<input checked="" type="checkbox"/> \$8,050 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070
J-Sandcastle Co., LLC - Debtor's single member LLC (Purpose is to hold Registered title with HCD to Debtor's primary residence) 100 % ownership Line from <i>Schedule A/B</i> : 19.1	\$0.00	<input checked="" type="checkbox"/> \$0.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.060

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 19 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
<b>J-Pad, LLC</b> (Debtor owns 1/3 interest in LLC; only purpose is to hold a note and UCC-1 filing on Debtor's primary residence) 33.33 % ownership Line from Schedule A/B: 19.2	<u>\$0.00</u>	<input checked="" type="checkbox"/> \$0.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.060
<b>IIRA: Fidelity IRA</b> Line from Schedule A/B: 21.1	<u>\$7400.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.115(a)(1) & (2), (b)
<b>Personal injury claims against Huntington Beach Gables Homeowner's Association and Jesus Jasso Jr.; DOI: 8/5/2018; Case No.: 30-2020-01153679</b> Line from Schedule A/B: 34.1	<u>unknown</u> \$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.140
<b>Potential insurance bad faith claim against Mercury Insurance related to claim against Huntington Beach Gables Homeowner's Association; No lawsuit filed yet. Related to Case Nos.: 30-2017-00913985, 30-2017-00962999</b> Line from Schedule A/B: 34.2	<u>unknown</u> \$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.140
<b>Real estate fraud; Failure to disclose, claim against Sandra Bradley; DOI: 04/11/2017; No lawsuit filed yet. Line from Schedule A/B: 34.3</b>	<u>unknown</u> \$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.140
<b>Restitution claim against Jesus Jasso Jr. from PC §242 OCDA Case no.: 19WM09951</b> Line from Schedule A/B: 34.4	<u>Unknown</u> \$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.140

3. **Are you claiming a homestead exemption of more than \$170,350?**  
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- ☒ No
- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☐ Yes



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 20 of 60

Fill in this information to identify your case:

Debtor 1 **Jamie Lynn Gallian**  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number  
 (if known) \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

## 1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any
<b>2.1 Houser Bros. Co.</b> Creditor's Name <b>DBA Rancho Del Rey            Mobilehome Estates            16222 Monterey Ln            Huntington Beach, CA            92649</b> Number, Street, City, State & Zip Code	<b>\$0.00</b>	<b>\$235,000.00</b>	<b>\$0.00</b>
Describe the property that secures the claim: <b>16222 Monterey Ln #376 Huntington Beach, CA 92649 Orange County Registered HCD Title held by Debtor's single member LLC - J-Sandcastle Co, LLC</b>			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit			
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 and another (J-Sandcastle Co, LLC) <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
<input checked="" type="checkbox"/> Other (including a right to offset) <b>Unexpired term of 80-yr. Ground Leasehold - Tract No. 10542, Unit 4, Space 376.</b>			
Date debt was incurred <b>11/1/2018 ongoing</b> Last 4 digits of account number <b>0376</b>			

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 21 of 60Debtor 1 **Jamie Lynn Gallian**

First Name Middle Name Last Name

Case number (if known)

**2.2 J-Pad, LLC**

Creditor's Name

**4519 Ponderosa Way  
Yorba Linda, CA 92886**

Number, Street, City, State &amp; Zip Code

**Ron Pierpont**

Creditor's Name

**4519 Ponderosa Way  
Yorba Linda, CA 92886**

Who owes the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

Date debt was incurred **1/14/2019;  
8/20/2020.**

Describe the property that secures the claim:

**16222 Monterey Ln #376 Huntington  
Beach, CA 92649 Orange County, HCD  
Title held by Debtor's single member  
LLC - J-Sandcastle Co, LLC**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan) **Manufactured Home Financing Note**  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☒ Other (including a right to offset) **UCC-1 File No. 19-7691905279 Filing Date: 1/14/2019;**

**Encumbrance; HCD Lien perfected 8/20/2020, Ronald J. Pierpont (Loan WJC 8/7/2019, 1/27/2020)**Last 4 digits of account number **1BM1081**

\$175,000.00

\$235,000.00

\$0.00

**2.3 Kia Motors Finance**

Creditor's Name

**PO Box 20815  
Fountain Valley, CA  
92728**

Number, Street, City, State &amp; Zip Code

Who owes the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

Date debt was incurred

Describe the property that secures the claim:

**2020 Kia Sportage  
Location: 16222 Monterey Ln #376,  
Huntington Beach CA 92649  
(LEASE)**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☒ Other (including a right to offset) **Auto Lease**

Last 4 digits of account number **9742**

\$4,186.00

\$0.00

\$4,186.00

**2.4 Orange County Tax Assessor**

Creditor's Name

**P.O. Box 149  
Santa Ana, CA 92702**

Number, Street, City, State &amp; Zip Code

Who owes the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

Date debt was incurred

Describe the property that secures the claim:

**16222 Monterey Ln #376 Huntington  
Beach, CA 92649 Orange County Title  
held by Debtor's single member LLC - J-  
Sandcastle Co, LLC, APN 891-569-62**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☒ Other (including a right to offset) **Property Taxes**

Last 4 digits of account number **Decal LBM 1081; APN: 891-569-62**

\$0.00

\$235,000.00

\$0.00

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 22 of 60Debtor 1 **Jamie Lynn Gallian**

First Name

Middle Name

Last Name

Case number (if known)

2.5 **The Huntington Beach  
Gables Homeowners  
Association**

Creditor's Name

c/o Epsten Grinnell & Howell,  
APC  
10200 Willow Creek Road, Ste  
100  
San Diego, CA 92131;  
c/o Feldsott & Lee23161 Mill Creek Drive Ste 300  
~~Laguna Hills, CA 92653~~  
Number, Street, City, State & Zip Code

Describe the property that secures the claim:

\$319,653.59

\$235,000.00

\$241,319.59

16222 Monterey Ln #376 Huntington  
Beach, CA 92649 Orange County HCD  
Title held by Debtor's single member  
LLC - J-Sandcastle Co, LLCAs of the date you file, the claim is: Check all that  
apply.☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured  
car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☒ Judgment lien from a lawsuit☐ Other (including a right to offset)

Who owes the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim relates to a  
community debt

EJ-1

Date debt was incurred May 6, 2019Last 4 digits of account number OCJC 30-2017-009139852.6 **The Huntington Beach  
Gables Homeowners  
Association**

Creditor's Name

c/o Epsten Grinnell & Howell, APC  
10200 Willow Creek Road, Ste 100  
San Diego, CA 92131;  
c/o Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653

Number, Street, City, State &amp; Zip Code

Describe the property that secures the claim:

\$9,265.00

\$235,000.00

\$9,265.00

16222 Monterey Ln #376 Huntington  
Beach, CA 92649 Orange County HCD  
Title held by Debtor's single member  
LLC - J-Sandcastle Co, LLCAs of the date you file, the claim is: Check all that  
apply.☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured  
car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☒ Judgment lien from a lawsuit☐ Other (including a right to offset)

Who owes the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim relates to a  
community debt

EJ-001 2019000148568 - filed OC REC. 5/3/2019

Date debt was incurred March 21, 2019Last 4 digits of account number OCJC 30-2017-00962999

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 23 of 60

Debtor 1 **Jamie Lynn Gallian**

First Name Middle Name Last Name

Case number (if known)

2.7 **Huntington Beach Gables  
Homeowners Association**

Creditor's Name:

**Jasso; Gragnano; Phillips; Beck;  
Paulin; Burrett.**

**c/o Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071  
c/o Epstein Grinnell & Howell, APC  
10200 Willow Creek Road, Ste 100  
San Diego, CA 92131;**

Number, Street, City, State &amp; Zip Code

Describe the property that secures the claim:

**\$53,684.41****\$235,000.00****\$53,684.41**

**16222 Monterey Ln #376 Huntington  
Beach, CA 92649 Orange County HCD  
Title held by Debtor's single member  
LLC - J-Sandcastle Co, LLC**

As of the date you file, the claim is: Check all that  
apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

**Nature of lien.** Check all that apply.

☐ An agreement you made (such as mortgage or secured  
car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset)

**Judgment Lien (JL1) File # U200003862424 -7/26/2020**

**Who owes the debt?** Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a  
community debt

Date debt was incurred **Dec. 4, 2018**

Last 4 digits of account number **OCJC 30-2017-00913985**

Add the dollar value of your entries in Column A on this page. Write that number here:

**\$561,789.00**

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

**\$561,789.00**

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 24 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 106E/F

## Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

## Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

☒ No. Go to Part 2.

☐ Yes.

## Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

☒ Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

4.1	<b>BS Investors, LP</b>	<b>Total claim</b>
	<b>G/HB</b>	<b>Unknown</b>
Nonpriority Creditor's Name <b>18201 Von Karmen Ste. 450</b> <b>Irvine, CA 92612</b>		Last 4 digits of account number <b>0376</b>
Number Street City State Zip Code <b>Who incurred the debt?</b> Check one.		When was the debt incurred? <b>11/1/2018-present</b>
<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		<b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>OCSC Filed 1/2/2019 30-2019-0101423</b>

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 25 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.2

**Gordon Rees Scully & Mansukhani**

Nonpriority Creditor's Name

**633 W 5th Street, 52nd Floor****Los Angeles, CA 90071**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

Unknown

When was the debt incurred?

**12/4/2018; 5/6/2019**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association; Lee Gragnano; Ted Phillips; Lindy Beck; Janine Jasso; Jennifer Paulin; Lori Burrett**

4.3

**Houser Bros. Co.**

Nonpriority Creditor's Name

**dba Rancho Del Rey Mobile Home Estates****17610 Beach Blvd Ste. 32****Huntington Beach, CA 92647**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

**0376**

Unknown

When was the debt incurred?

**11/1/2018-present**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Unlawful Detainer Lawsuit Filed 1/2/2019 OCSC 30-2019-01041423**

4.4

**Internal Revenue Service**

Nonpriority Creditor's Name

**PO Box 7346****Philadelphia, PA 19101-7346**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

**\$3,361.00**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Income Taxes**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 26 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.5

**James H Casello**

Nonpriority Creditor's Name

**Casello & Lincoln, Attorneys at Law  
525 N Cabrillo Park Drive Ste 104  
Santa Ana, CA 92701**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**Unknown****When was the debt incurred?****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Misc. Debt.**

4.6

**Janine Jasso c/o Huntington Beach  
Gables Homeowners Association**

Nonpriority Creditor's Name:

**Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**\$46,138.00****When was the debt incurred?****12/4/2018****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-1 2018000467142, FILED 12/14/18 OC CLK REC****OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association;  
Lee Gragnano, Ted Phillips, Lindy Beck, Janine Jasso, Jennifer Paulin, Lori Burrett**

4.7

**Jennifer Ann Paulin c/o Huntington  
Beach Gables Homeowners Association:**

Nonpriority Creditor's Name

**c/o Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**\$0.00****When was the debt incurred?****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association;**



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Debtor 1 **Jamie Lynn Gallian**

Main Document Page 27 of 60

Case number (if known)

4.8

**Lee S Gragnano c/o Huntington Beach****Gables Homeowners Association**Nonpriority Creditor's Name  
**c/o Gordon Rees Scully & Mansukhani**  
**633 W 5th Street, 52nd Floor**  
**Los Angeles, CA 90071**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt**Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**\$0.00****When was the debt incurred?****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association;**

4.9

**Lindy Beck c/o Huntington Beach Gables**  
**Homeowners Association**Nonpriority Creditor's Name  
**c/o Gordon Rees Scully & Mansukhani**  
**633 W 5th Street, 52nd Floor**  
**Los Angeles, CA 90071**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt**Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**\$0.00****When was the debt incurred?****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association;**

4.1

0

**Lisa Ryan**

Nonpriority Creditor's Name

**20949 Lassen St. Apt 208**  
**Chattsworth, CA 91311**

Number Street City State Zip Code

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt**Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**\$8,743.02****When was the debt incurred?****10-18-2018****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **30-2018-01013582 Misc Debt**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 28 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.1  
1**Lori Burrett Huntington Beach Gables Homeowners Association**Nonpriority Creditor's Name  
**c/o Gordon Rees Scully & Mansukhani**  
**633 W 5th Street, 52nd Floor**  
**Los Angeles, CA 90071**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another  
Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$0.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other, Specify **EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985, Huntington Beach Gables Homeowners Association**4.1  
2**Nationwide Reconveyance, LLC**Nonpriority Creditor's Name  
**c/o Feldsott & Lee**  
**23161 Mill Creek Drive Ste 300**  
**Laguna Hills, CA 92653**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

\$0.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other, Specify **Lawsuit - Case No. 30-2020-01163055-CU-OR-CJC**4.1  
3**Patricia C. Ryan**

Nonpriority Creditor's Name

**20949 Lassen St. Apt 208**  
**Chattsworth, CA 91311**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

Unknown

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other, Specify **Lawsuit - Houser v Ryan UD**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 29 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.1  
4**Rancho Bernard Condominium  
Management**

Nonpriority Creditor's Name

**dba Elite Community Management  
c/o Gordon Rees Scully Mansukhani  
5 Park Plaza Ste 1100  
Irvine, CA 92614**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number

**\$0.00**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts  
☒ Other. Specify **Lawsuit Case No. 30-2020-01163055**

4.1  
5**Randall Nickell**

Nonpriority Creditor's Name

**4476 Alderport Dr  
Huntington Beach, CA 92649**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number

**Unknown**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts  
☒ Other. Specify **Lawsuit - Case No 30-2020-01163055-CU-OR-CJC**

4.1  
6**Orange County Superior Court  
Bench Citation (Civil C-33)**

Nonpriority Creditor's Name

**c/o Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number

**17-00913985****\$5,000.00**

When was the debt incurred?

**7/8/2021**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts  
☒ Other. Specify **MISC DEBT Collection Case 30-2017-00913985**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 30 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.1  
7**People of the State  
Of California 18WM05278**

Last 4 digits of account number

**\$ 13,229.24**

Nonpriority Creditor's Name

**West Justice Center  
8141 13th Street  
Westminster, CA 91683**

When was the debt incurred?

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Misc. Debt - 2021000348287 Filed 05/27/2021; OC Clerk Recorder**4.1  
8**Superior Default Services Inc**

Last 4 digits of account number

**\$0.00**

Nonpriority Creditor's Name

**c/o Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653**

When was the debt incurred?

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Lawsuit 30-2020-01163055**4.1  
9**The Huntington Beach Gables**

Last 4 digits of account number

**\$319,653.59**

Nonpriority Creditor's Name

**Homeowners Association  
c/o Epstein Grinnell & Howell, APC  
10200 Willow Creek Road, Ste 100  
San Diego, CA 92131**

When was the debt incurred?

**5/6/2019**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-001 2019000165259, FILED 05/16/2019 OC CLERK RECORDER;  
OCSC No. 30-2017-00913985; Huntington Beach Gables Homeowners Association;**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 31 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.2  
0**The Huntington Beach Gables**

Last 4 digits of account number

**\$9,265.00**

Nonpriority Creditor's Name

**Homeowners Association****c/o Epsten Grinnell & Howell, APC  
10200 Willow Creek Road, Ste 100  
San Diego, CA 92131**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

When was the debt incurred?

**March 21, 2019**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-001 2019000148568, FILED 05/03/2019 OC CLERK RECORDER; OCSC Case No. 30-2017-00962999, Huntington Beach Gables Homeowners Association**4.2  
1**The Huntington Beach Gables**

Last 4 digits of account number

**\$3,070.00**

Nonpriority Creditor's Name

**Homeowners Association****c/o Epsten Grinnell & Howell APC  
10200 Willow Creek Road, Ste 100 San  
Diego, CA 92131**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

When was the debt incurred?

**September 27, 2018**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-001 2018000435011, FILED 11/19/2018 OC CLERK RECORDER; OCSC No. 30-2017-00913985, Huntington Beach Gables Homeowners Association**4.2  
2**Ted Phillips c/o Huntington Beach Gables Homeowners Association**

Last 4 digits of account number

**\$0.00**

Nonpriority Creditor's Name

**c/o Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor****Los Angeles, CA 90071**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **EJ-001 2018000467142, FILED 12/14/2018 OC CLERK RECORDER; OCSC No. 30-2017-00913985, Huntington Beach Gables Homeowners Association**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 32 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

4.2  
3**The Huntington Beach Gables  
Homeowners Association**Nonpriority Creditor's Name  
**c/o Feldsott & Lee**  
**23161 Mill Creek Drive Ste 300**  
**Laguna Hills, CA 92653**

Number Street City State Zip Code=

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community  
debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**Unknown**

When was the debt incurred?

**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not  
report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **OCSC CX Complaint Lawsuit 30-2020-01163055 Filed (11/9/2020)****Nickel vs. Huntington Beach Gables Homeowners Association**4.2  
4**United Airlines**Nonpriority Creditor's Name  
**PO Box 0675**  
**Carol Stream, IL 60132-0675**

Number Street City State Zip Code=

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community  
debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**10092****\$9,572.91**

When was the debt incurred?

**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not  
report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Misc Debt COBRA**4.2  
5**US Bank NA**Nonpriority Creditor's Name  
**PO Box 64799**  
**Saint Paul, MN 55164**

Number Street City State Zip Code=

**Who incurred the debt?** Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community  
debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

**6482****\$9,145.00**

When was the debt incurred?

**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not  
report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Collection****Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 33 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

Name and Address

**Feldsott & Lee**  
**23161 Mill Creek Drive Ste 300**  
**Laguna Hills, CA 92653**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.23** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Feldsott & Lee**  
**23161 Mill Creek Drive Ste 300**  
**Laguna Hills, CA 92653**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.12** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Feldsott & Lee**  
**23161 Mill Creek Drive Ste 300**  
**Laguna Hills, CA 92653**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.18** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Gorden G May**  
**Grant, Genovese & Baratta, LLP**  
**2030 Main Street, Ste. 1600**  
**Irvine, CA 92614**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.1** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Gordon Rees Scully & Mansukhani**  
**5 Park Plaza Ste. 1100**  
**Irvine, CA 92614**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.14** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Gordon Rees Scully & Mansukhani**  
**633 W 5th Street, 52nd Floor**  
**Los Angeles, CA 90071**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.2** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims**4.6; 4.7; 4.8; 4.9; 4.11; 4.22**☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Mark Mellor**  
**Mellor Law Firm**  
**6800 Indiana Avenue Ste. 220**  
**Riverside, CA 92506**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.15** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address

**Vivian J. Alston**  
**Alston, Alston, & Diebold**  
**27201 Puerta Real, Ste. 300**  
**Mission Viejo, CA 92691**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**Part 4: Add the Amounts for Each Type of Unsecured Claim****6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.**

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	0.00
	6b. Taxes and certain other debts you owe the government	6b. \$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	0.00
Total claims from Part 2	6f. Student loans	6f. \$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	0.00



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 34 of 60

Debtor 1 Jamie Lynn Gallian Case number (if known) \_\_\_\_\_

6i. **Other.** Add all other nonpriority unsecured claims. Write that amount here.

6i. \$ 427,177.76

6j. **Total Nonpriority.** Add lines 6f through 6i.

6j. \$ 427,177.76

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 35 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 106G

## Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?
  - ☒ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
  - ☐ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

	Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1	<b>Kia Motors</b> Name <b>P.O. Box 20815</b> Number Street <b>Fountain Valley, CA 92708</b> City State ZIP Code	Kia Sportage Car Lease
2.2	<b>Robert P. Warmington Co</b> Name <b>3090 Pullman St.</b> Number Street <b>Costa Mesa, CA 92626</b> City State ZIP Code	Unexpired Ground Leasehold Located on APN 178-011-01, Unit 4, Tract 10542, Space 376. Expires 12/31/2059
2.3	<b>BS Investors, LP</b> Name <b>18201 Von Karman Ste. 450</b> Number Street <b>Irvine, CA 92612</b> City State ZIP Code	Unexpired Ground Leasehold Located on APN 178-011-01. Unit 4, Tract 10542, Space 376. Expires 12/31/2059
2.4	<b>Houser Bros Co dba Rancho Del Rey Mobilehome Estates</b> Name <b>16222 Monterey Ln</b> Number Street <b>Huntington Beach CA 92649</b> City State ZIP Code	Unexpired Ground Leasehold, Located on APN 178-011-01. Unit 4, Tract 10542, Space 376. Expires 12/31/2059
2.5	Name  Number Street  City State ZIP Code	

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 36 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 106H Schedule H: Your Codebtors

12/15

**Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.**

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- ☒ No  
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☐ No. Go to line 3.  
☒ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

- ☒ No  
☐ Yes.

In which community state or territory did you live? -NONE- . Fill in the name and current address of that person.

Name of your spouse, former spouse, or legal equivalent  
Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor  
Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt  
Check all schedules that apply:

3.1

Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
City \_\_\_\_\_

- ☐ Schedule D, line \_\_\_\_\_  
☐ Schedule E/F, line \_\_\_\_\_  
☐ Schedule G, line \_\_\_\_\_

3.2

Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
City \_\_\_\_\_

- ☐ Schedule D, line \_\_\_\_\_  
☐ Schedule E/F, line \_\_\_\_\_  
☐ Schedule G, line \_\_\_\_\_

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 37 of 60

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number  
(if known)

Check if this is:

- ☐ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

☐ Employed

☒ Not employed

Unemployed/Disabled; date of injury 8/5/2018, severe crushing injury left foot, with nerve impingement, protruding interior bone left interior portion foot.

Flight Attendant-United Airlines

How long employed there? 22 years Last day; worked 10/26/2018

Debtor 2 or non-filing spouse

☐ Employed

☐ Not employed

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>N/A</u>

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 38 of 60

Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here _____	4. \$ 0.00	\$ N/A
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 0.00	\$ N/A
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ N/A
5e. Insurance	5e. \$ 0.00	\$ N/A
5f. Domestic support obligations	5f. \$ 0.00	\$ N/A
5g. Union dues	5g. \$ 0.00	\$ N/A
5h. Other deductions. Specify: _____	5h. + \$ 0.00	+ \$ N/A
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 0.00	\$ N/A
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ 0.00	\$ N/A
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 1,000.00	\$ N/A
8b. Interest and dividends	8b. \$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ N/A
8d. Unemployment compensation	8d. \$ 0.00	\$ N/A
8e. Social Security	8e. \$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ 0.00	\$ N/A
8g. Pension or retirement income	8g. \$ 0.00	\$ N/A
8h. Other monthly income. Specify: _____	8h. + \$ 0.00	+ \$ N/A
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 1,000.00	\$ N/A
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 1,000.00 + \$ N/A = \$ 1,000.00	
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		11. +\$ 0.00
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 1,000.00 <b>Combined monthly income</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain: _____		

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 39 of 60

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

#### Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 0.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 100.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 100.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 100.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 100.00

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 40 of 60

Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

6. <b>Utilities:</b>	
6a. Electricity, heat, natural gas	6a. \$ <u>200.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>60.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>160.00</u>
6d. Other. Specify: <u>Space #376 Rent</u>	6d. \$ <u>1,086.00</u>
7. <b>Food and housekeeping supplies</b>	7. \$ <u>500.00</u>
8. <b>Childcare and children's education costs</b>	8. \$ <u>0.00</u>
9. <b>Clothing, laundry, and dry cleaning</b>	9. \$ <u>0.00</u>
10. <b>Personal care products and services</b>	10. \$ <u>30.00</u>
11. <b>Medical and dental expenses</b>	11. \$ <u>125.00</u>
12. <b>Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>100.00</u>
13. <b>Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$ <u>0.00</u>
14. <b>Charitable contributions and religious donations</b>	14. \$ <u>0.00</u>
15. <b>Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>175.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. <b>Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. <b>Installment or lease payments:</b>	
17a. Car payments for Vehicle 1	17a. \$ <u>240.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: _____	17c. \$ <u>0.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. <b>Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>	18. \$ <u>0.00</u>
19. <b>Other payments you make to support others who do not live with you.</b> Specify: _____	\$ <u>0.00</u>
20. <b>Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. <b>Other:</b> Specify: _____	21. +\$ <u>0.00</u>
22. <b>Calculate your monthly expenses</b>	
22a. Add lines 4 through 21.	\$ <u>2,676.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2=	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>2,676.00</u>
23. <b>Calculate your monthly net income.</b>	
23a. = Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>1,000.00</u>
23b. = Copy your monthly expenses from line 22c above.	23b. -\$ <u>2,676.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ <u>-1,676.00</u>
24. <b>Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No.	
<input type="checkbox"/> Yes.	Explain here: _____



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 41 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Dec

## Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

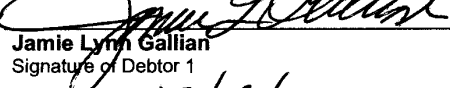
Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person \_\_\_\_\_

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X   
 Jamie Lynn Gallian  
 Signature of Debtor 1  
 Date 7/9/2021

X \_\_\_\_\_  
 Signature of Debtor 2  
 Date \_\_\_\_\_

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 42 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 107

### Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☐ Married  
☒ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No  
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:

Dates Debtor 1  
lived there

Debtor 2 Prior Address:

Dates Debtor 2  
lived there

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☒ No  
☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

#### Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No  
☒ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2020)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips  <input type="checkbox"/> Operating a business	\$1,408.00	<input type="checkbox"/> Wages, commissions, bonuses, tips  <input type="checkbox"/> Operating a business	

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 43 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

	<b>Debtor 1</b>		<b>Debtor 2</b>	
	<b>Sources of income</b> Check all that apply.	<b>Gross income</b> (before deductions and exclusions)	<b>Sources of income</b> Check all that apply.	<b>Gross income</b> (before deductions and exclusions)
<b>For the calendar year before that:</b> <b>(January 1 to December 31, 2019)</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$3,375.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security; unemployment; and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

☐ No

☒ Yes. Fill in the details.

	<b>Debtor 1</b>		<b>Debtor 2</b>	
	<b>Sources of income</b> Describe below.	<b>Gross income from each source</b> (before deductions and exclusions)	<b>Sources of income</b> Describe below.	<b>Gross income</b> (before deductions and exclusions)
<b>From January 1 of current year until the date you filed for bankruptcy:</b>	<b>Unemployment</b>	<b>\$0.00</b>		
<b>For last calendar year:</b> <b>(January 1 to December 31, 2020)</b>	<b>Unemployment</b>	<b>\$21,227.00</b>		
	<b>Retirement</b>	<b>\$31,922.58</b>		

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy****6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**
☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?

☐ No. Go to line 7.

☐ Yes List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

☒ No. Go to line 7.

☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

<b>Creditor's Name and Address</b>	<b>Dates of payment</b>	<b>Total amount paid</b>	<b>Amount you still owe</b>	<b>Was this payment for ...</b>
------------------------------------	-------------------------	--------------------------	-----------------------------	---------------------------------

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 44 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**  
*Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.*

☒ No☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**  
 Include payments on debts guaranteed or cosigned by an insider.

☒ No☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**  
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

☐ No☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Filed 1/2/2019 Houser Bros Co v Jamie Gallian 30-2019-01041423-CI-UD-CJC	Unlawful Detainer	Orange County Superior Court 700 W Civic Center West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Filed 11/8/2020 Randall L Nickell v. The Huntington Beach Gables HOA, etal 30-2020-01163055-CU-OR-CJC	Civil	Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Filed 4/11/2017 Huntington Beach Gables Homeowners Association vs. Sandra Bradley et al. 30-2017-00913985-CU-CO-CJC	Collections	Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Filed 12/22/2017 Huntington Beach Gables Homeowners Association vs. Jamie Lynn Gallian 30-2017-00962999-CU-HR-CJC	Collections	Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

☐ Pending  
☐ On appeal  
☐ Concluded

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 45 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

A WRIT dated 11/19/18, in the name of LISA T. RYAN, Case No. 30-2018-01013582 was UNLAWFULLY executed by Park

- ☒ No. Go to line 11. Mgr., Houser Bros Co GP on 3/4/2019, against the bona fide purchase of Ryan home LBM1081 on 11/1/2018.  
☐ Yes. Fill in the information below. Possession returned to bona fide buyer by Judicial Officer Judge Carmen Luege. on 3/6/19, OCJC.

<b>Creditor Name and Address</b>	<b>Describe the Property</b>	<b>Date</b>	<b>Value of the property</b>
Houser Bros Co GP	LBM 1081	3/6/2019	
dba RDRMHE	Explain what happened		
	Resident Gallian was removed from her home by force on 3/4/19, Park Manager changed Locks unlawfully. Possession ret. to Gallian.		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☒ No  
☐ Yes. Fill in the details.

<b>Creditor Name and Address</b>	<b>Describe the action the creditor took</b>	<b>Date action was taken</b>	<b>Amount</b>
----------------------------------	--	------------------------------	---------------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☒ No  
☐ Yes

**Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☒ No  
☐ Yes. Fill in the details for each gift.

<b>Gifts with a total value of more than \$600 per person</b>	<b>Describe the gifts</b>	<b>Dates you gave the gifts</b>	<b>Value</b>
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☒ No  
☐ Yes. Fill in the details for each gift or contribution.

<b>Gifts or contributions to charities that total more than \$600</b>	<b>Describe what you contributed</b>	<b>Dates you contributed</b>	<b>Value</b>
Charity's Name			
Address (Number, Street, City, State and ZIP Code)			

**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

Unemployment due to Covid 19 pandemic massive layoffs in airline industry and other industries; California Governors Stay at Home Orders. Unable to procure sustainable employment. Apply for Covid 19 Rent Relief State Programs.

- No  
☒ Yes. Fill in the details.

<b>Describe the property you lost and how the loss occurred</b>	<b>Describe any insurance coverage for the loss</b>	<b>Date of your loss</b>	<b>Value of property lost</b>
	Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .		

**Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☐ No  
☒ Yes. Fill in the details.

<b>Person Who Was Paid</b>	<b>Description and value of any property transferred</b>	<b>Date payment or transfer was made</b>	<b>Amount of payment</b>
Address			
Email or website address			
Person Who Made the Payment, if Not You			

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 4

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

001352

EXHIBIT 28, PAGE 544

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 46 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

Person Who Was Paid; Address; Email address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
James H. Casello Esq. SBN 76021	Client Trust Account for Atty Fees	2019-2020	\$ 43,000.00
Michael Chulak, Esq. SBN 194744 (suspended)	Client Trust Account for Atty Fees	2018-2019	\$ 8,700.00
Michael S. Devereux, Esq. SBN 225240	Client Trust Account for Atty Fees	2018-2019	\$ 5,000.00
Steven A. Fink, Esq. SBN 93762	Client Trust Account for Atty Fees	2019-2020	\$ 30,000.00
David R. Flyer, Esq. SBN 10069	Client Trust Account for Atty Fees	2018-2019	\$ 17,000.00
Raquel Flyer-Dashner Esq. SBN 282248	Client Trust Account for Atty Fees	2018	\$ 5,000.00
Frank A. Satalino, Esq. SBN 143444	Client Trust Account for Atty Fees	2018	\$ 5,000.00
TOTAL			\$ 113,700.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?  
Do not include any payment or transfer that you listed on line 16.

- ☒ No  
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
--------------------------------	--	---	----------------------

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?  
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☐ No  
☒ Yes. Fill in the details.

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you Randall Nickell 4476 Alderport Dr. Unit 53 Huntington Beach, CA 92649 Bona fide purchaser for Value.	Primary residence sold Leasehold on 10/31/2018 4476 Alderport Drive #53, Huntington Beach, CA 92649 APN 937-63-053	\$379,000	10/31/2018

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No  
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	---------------------------

**Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?  
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No  
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	------------------------------------	----------------------------------	---	---

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 47 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

☒ No

☐ Yes. Fill in the details.

Name of Financial Institution

Address (Number, Street, City, State and ZIP Code)

Who else had access to it?

Address (Number, Street, City, State and ZIP Code)

Describe the contents

Do you still have it?

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

☒ No

☐ Yes. Fill in the details.

Name of Storage Facility

Address (Number, Street, City, State and ZIP Code)

Who else has or had access to it?

Address (Number, Street, City, State and ZIP Code)

Describe the contents

Do you still have it?

#### Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

☒ No

☐ Yes. Fill in the details.

Owner's Name

Address (Number, Street, City, State and ZIP Code)

Where is the property?

(Number, Street, City, State and ZIP Code)

Describe the property

Value

#### Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ☒ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☒ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☒ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

☒ No

☐ Yes. Fill in the details.

Name of site

Address (Number, Street, City, State and ZIP Code)

Governmental unit

Address (Number, Street, City, State and ZIP Code)

Environmental law, if you know it

Date of notice

25. Have you notified any governmental unit of any release of hazardous material?

☒ No

☐ Yes. Fill in the details.

Name of site

Address (Number, Street, City, State and ZIP Code)

Governmental unit

Address (Number, Street, City, State and ZIP Code)

Environmental law, if you know it

Date of notice



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 48 of 60Debtor 1 Jamie Lynn Gallian

Case number (if known) \_\_\_\_\_

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

☒ No☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	--	--------------------	--------------------

**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time☒ A member of a limited liability company (LLC) or limited liability partnership (LLP)☐ A partner in a partnership☐ An officer, director, or managing executive of a corporation☐ An owner of at least 5% of the voting or equity securities of a corporation☐ No. None of the above applies. Go to Part 12.☒ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed EIN: 83-2453659 From-To 10/19/2018 - Present
J-Sandcastle Co., LLC 16222 Monterey Lane #376 Huntington Beach, CA 92649	Residential Management	
J-Pad, LLC 16222 Monterey Lane #376 Huntington Beach, CA 92649	Residential Management	EIN: From-To 02/09/2018 - Present

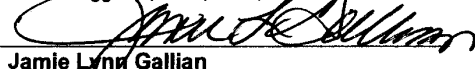
28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

☒ No☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.  
18 U.S.C. §§ 152, 1341, 1519, and 3571.

  
 Jamie Lynn Gallian  
 Signature of Debtor 1

Signature of Debtor 2

Date

7/9/2021

Date

Did you attach additional pages to Your *Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?☒ No☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 7

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc

Main Document Page 49 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) \_\_\_\_\_

☐ Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 50 of 60

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 108

### Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☐ creditors have claims secured by your property, or
- ☐ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

#### Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral

What do you intend to do with the property that secures a debt?

Did you claim the property as exempt on Schedule C?

Creditor's name: **Houser Bros. Co. dba Rancho Del Rey Mobile-home Estates**  
**Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange**

property Description of securing debt: **16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☒ Retain the property and enter into a *Reaffirmation Agreement*.  
☐ Retain the property and [explain]:

- ☐ No  
☒ Yes

**Debtor will retain collateral & continue to make Monthly Ground Space Payments #376, located on APN 178-011-16**

Creditor's name: **J-Pad, LLC**

Description of property securing debt: **16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a *Reaffirmation Agreement*.  
☐ Retain the property and [explain]:

- ☐ No  
☒ Yes

**Debtor will retain collateral & continue to make regular principal payments.**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 51 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

Creditor's name: **Kia Motors Finance**

Description of property: **2020 Kia Sportage**  
Location: **16222 Monterey Ln #376,**  
Huntington Beach CA 92649  
securing debt: **(LEASE)**

- ☐ Retain the property and redeem it.  
☒ Retain the property and enter into a  
*Reaffirmation Agreement.*  
☐ Retain the property and [explain]:

No

☒ YesCreditor's name: **Orange County Tax Assessor**

Description of property: **16222 Monterey Ln #376**  
Huntington Beach, CA 92649  
securing debt: **Orange County. APN 891-569-62**  
**Decal No. LBM1081 Title held**  
**by Debtor's single member LLC**  
**J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a  
*Reaffirmation Agreement.*  
☒ Retain the property and [explain]:

☐ No☒ Yes

**Debtor will retain collateral & continue to**  
**make regular payments.**

Creditor's name: **The Huntington Beach Gables**  
**Homeowners Association**

Description of property: **16222 Monterey Ln #376**  
Huntington Beach, CA 92649  
securing debt: **Orange County. APN 891-569-62**  
**Decal No. LBM1081 Title held**  
**by Debtor's single member LLC**  
**J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a  
*Reaffirmation Agreement.*  
☒ Retain the property and [explain]:

☐ No☒ Yes

**avoid lien using 11 U.S.C. § 522(f)**

Creditor's name: **The Huntington Beach Gables**  
**Homeowners Association**

Description of property: **16222 Monterey Ln #376**  
Huntington Beach, CA 92649  
securing debt: **Orange County. APN 891-569-62**  
**Decal No. LBM1081 Title held**  
**by Debtor's single member LLC**  
**J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a  
*Reaffirmation Agreement.*  
☒ Retain the property and [explain]:

☐ No☒ Yes

**avoid lien using 11 U.S.C. § 522(f)**

Creditor's name: **The Huntington Beach Gables**  
**Homeowners Association**

Description of property: **16222 Monterey Ln #376**  
Huntington Beach, CA 92649  
securing debt: **Orange County. APN 891-569-62**  
**Decal No. LBM1081 Title held**  
**by Debtor's single member LLC**  
**J-Sandcastle Co, LLC**

- ☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a  
*Reaffirmation Agreement.*  
☒ Retain the property and [explain]:

☐ No☒ Yes

**avoid lien using 11 U.S.C. § 522(f)**

**Part 2: List Your Unexpired Personal Property Leases**

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 52 of 60

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) \_\_\_\_\_

Lessor's name:	<b>Houser Bros Co, dba Rancho Del Rey Mobile Home Estates</b>	<input type="checkbox"/> No
Description of leased Property:	Ground Leasehold until 2059, Space #376, located upon APN 178-011-01 2014 Skyline Villa - Manufactured Home installed on Space 376 July 2, 2014, LBM1081	<input checked="" type="checkbox"/> Yes
Lessor's name:	<b>BS Investor, LP</b>	<input type="checkbox"/> No
Description of leased Property:	Ground Leasehold until 2059, Space #376, located upon APN 178-011-01 2014 Skyline Villa - Manufactured Home installed on Space 376, July 2, 2014, LBM1081	<input checked="" type="checkbox"/> Yes
Lessor's name:	<b>Kia Motors Finance</b>	<input type="checkbox"/> No
Description of leased Property:	2020 Kia Sportage	<input checked="" type="checkbox"/> Yes
Lessor's name:		<input type="checkbox"/> No
Description of leased Property:		<input type="checkbox"/> Yes
Lessor's name:		<input type="checkbox"/> No
Description of leased Property:		<input type="checkbox"/> Yes
Lessor's name:		<input type="checkbox"/> No
Description of leased Property:		<input type="checkbox"/> Yes
Lessor's name:		<input type="checkbox"/> No
Description of leased Property:		<input type="checkbox"/> Yes

**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X

  
**Jamie Lynn Gallian**  
 Signature of Debtor 1

Date

7/9/2021

X

Signature of Debtor 2

Date

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 53 of 60

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the: Central District of California  
Case number \_\_\_\_\_  
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.
- ☐ Check if this is an amended filing

## Official Form 122A - 1

### Chapter 7 Statement of Your Current Monthly Income

04/20

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

#### Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☒ Not married. Fill out Column A, lines 2-11.
- ☐ Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
- ☐ Married and your spouse is NOT filing with you. You and your spouse are:
- ☐ Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
- ☐ Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C. § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 0.00	\$
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$
5. Net income from operating a business, profession, or farm	Debtor 1 Gross receipts (before all deductions) \$ 0.00 Ordinary and necessary operating expenses -\$ 0.00 Net monthly income from a business, profession, or farm \$ 0.00	Copy here → \$ 0.00 \$
6. Net income from rental and other real property	Debtor 1 Gross receipts (before all deductions) \$ 1,000.00 Ordinary and necessary operating expenses -\$ 0.00 Net monthly income from rental or other real property \$ 1,000.00	Copy here → \$ 1,000.00 \$
7. Interest, dividends, and royalties	\$ 0.00	\$

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 54 of 60Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. <b>Unemployment compensation</b>	\$ 0.00	\$
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$	
9. <b>Pension or retirement income.</b> Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ 0.00	\$
10. <b>Income from all other sources not listed above.</b> Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$
	\$ 0.00	\$
Total amounts from separate pages, if any.	+ \$ 0.00	\$
11. <b>Calculate your total current monthly income.</b> Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 1,000.00	\$ 1,000.00
		Total current monthly income

**Part 2: Determine Whether the Means Test Applies to You****12. Calculate your current monthly income for the year.** Follow these steps:12a. Copy your total current monthly income from line 11 Copy line 11 here=>

\$ 1,000.00

Multiply by 12 (the number of months in a year)

x 12

12b. The result is your annual income for this part of the form

12b. \$ 12,000.00

**13. Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live.

CA

Fill in the number of people in your household.

1

Fill in the median family income for your state and size of household.

13. \$ 62,938.00

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

**14. How do the lines compare?**14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.**Part 3: Sign Below**

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X

Jamie Lynn Gallian

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

page 2

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 55 of 60

Debtor 1	<u><b>Jamie Lynn Galian</b></u>	Case number (if known)	_____
Signature of Debtor 1			
Date _____			
MM / DD / YYYY			
If you checked line 14a, do NOT fill out or file Form 122A-2.			
If you checked line 14b, fill out Form 122A-2 and file it with this form.			

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 56 of 60

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>Jamie Lynn Gallian</b> <b>16222 Monterey Ln. #376</b> <b>Huntington Beach, CA 92649</b> <b>714-321-3449</b> <b>jamiegallian@gmail.com</b>	FOR COURT USE ONLY
<input checked="" type="checkbox"/> Debtor(s) appearing without an attorney Attorney for Debtor	
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  <b>Jamie Lynn Gallian</b>	CASE NO.: CHAPTER: 7  <div style="text-align: center;"> <b>VERIFICATION OF MASTER MAILING LIST OF CREDITORS</b>   <b>[LBR 1007-1(a)]</b> </div>
Debtor(s).	

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 4 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: 7/9/2021
  
 Signature of Debtor 1

Date: \_\_\_\_\_

Signature of Debtor 2 (joint debtor) ) (if applicable)

Date: \_\_\_\_\_

Signature of Attorney for Debtor (if applicable)

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

December 2015

**F 1007-1.MAILING.LIST.VERIFICATION**

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 57 of 60

Jamie Lynn Gallian  
16222 Monterey Ln #376  
Huntington Beach, CA 92649

David R. Flyer  
4120 Birch St. Ste. 101,  
Newport Beach, CA 92660

Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653

Frank Satalino  
19 Velarde Ct.  
Rancho Santa Margarita, CA  
92688

Gordon Rees Scully & Mansukhani  
5 Park Plaza Ste. 1100  
Irvine, CA 92614

Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Houser Bros. Co.  
DBA Rancho Del Rey Estates  
16222 Monterey Ln  
Huntington Beach, CA 92649

Houser Bros. Co.dba Rancho Del  
Rey Mobile Home Estates  
17610 Beach Blvd Ste. 32  
Huntington Beach, CA 92647

Huntington Harbor Village  
16400 Saybrook  
Huntington Beach, CA 92649

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 58 of 60

J-Pad, LLC  
2702 N Gaff Street  
Orange, CA 92865

James H Cosello  
Casello & Lincoln,  
525 N Cabrillo Park Dr. Ste 104  
Santa Ana, CA 92701

Janine Jasso  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Janine Jasso  
P.O. Box 370161  
El Paso, TX 79937

Jennifer Ann Paulin  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Kia Motors Finance  
PO Box 20815  
Fountain Valley, CA 92728

Lee S. Gragnano  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Linda Jean "Lindy" Beck  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Lisa T. Ryan  
20949 Lassen St. Apt 208  
Chattsworth, CA 91311

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 59 of 60

Lori Ann Burrett  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

Mark A.Mellor Mellor Law Firm  
c/o Randall Nickell  
6800 Indiana Ave.  
Riverside, CA 92506-4267

Michael Chulak-(Unknown)  
MChulak@MTCLaw.com

Michael S. Devereux  
Wex Law  
9171 Wilshire Blvd. Ste. 500  
Beverly Hills, CA 90210-5536

Nationwide Reconveyance, LLC  
c/o Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653

Orange County Tax Assessor  
P.O. Box 149  
Santa Ana, CA 92701

Patricia Ryan  
20949 Lassen St. Apt 208  
Chattsworth, CA 91311

Raquel Flyer-Dashner  
4120 Birch St. Ste. 101,  
Newport Beach, CA 92660

People of the St of CA  
8141 13th Street  
Westminster, CA 92683

Randall Nickel  
11619 Inwood Drive,  
Riverside, CA 92503

Case 8:21-bk-11710-ES Doc 1 Filed 07/09/21 Entered 07/09/21 14:15:51 Desc  
Main Document Page 60 of 60

Superior Default Services Inc  
c/o Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653

Stanley Feldsott, Esq  
Feldsott & Lee  
23161 Mill Creek Drive  
Laguna Hills, CA 92653

Steven A. Fink  
13 Corporate Plaza Ste. 150  
Newport Beach, CA 92660

The Huntington Beach Gables  
Homeowners Association  
c/o Epsten Grinnell & Howell,  
APC 10200 Willow Creek Road,  
Ste 100  
San Diego, CA 92131

The Huntington Beach Gables  
Homeowners Association  
c/o Epsten Grinnell & Howell APC  
10200 Willow Creek Road, Ste 100  
San Diego, CA 92131

Theodore R "Ted" Phillips  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071

United Airlines  
P.O. Box 0675  
Carol Stream, IL 60132-0675

US Bank NA  
PO Box 64799  
Saint Paul, MN 55164

Vivienne J Alston  
Alston, Alston & Diebold  
27201 Puerta Real Ste 300  
Mission Viejo, CA 92691

**EXHIBIT 29**

001368



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 1 of 29

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
<b>JAMIE LYNN GALLIAN</b> 16222 Monterey Ln. #376 Huntington Beach, CA 92649 (714) 321-3449 jamiegallian@gmail.com	
<input type="checkbox"/> Attorney for Debtor <input checked="" type="checkbox"/> Individual appearing without attorney	
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION</b>	
In re:  <b>Jamie Lynn Gallian</b>	CASE NO.: 8:21-bk-11710-ES CHAPTER: 7
Debtor(s)	<b>SUMMARY OF AMENDED SCHEDULES, MASTER MAILING LIST, AND/OR STATEMENTS [LBR 1007-1(c)]</b>

A filing fee is required to amend Schedules D, or E/F (see [Abbreviated Fee Schedule](http://www.cacb.uscourts.gov) on the Court's website [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☐ Yes ☒ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

- ☒ Schedule A/B    ☒ Schedule C    ☐ Schedule D    ☐ Schedule E/F    ☒ Schedule G  
☒ Schedule H    ☒ Schedule I    ☐ Schedule J    ☐ Schedule J-2    ☒ Statement of Financial Affairs  
☐ Statement About Your Social Security Number(s)    ☒ Statement of Intentions    ☐ Master Mailing List  
☒ Other (specify) **Statement of Related Cases LBR Form 1015-2 ; Form 122-A Statement of Current Income and Expenses**

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and/or statements are true and correct.

Date:

9/3/2021

**Jamie Lynn Gallian**  
Debtor 1 Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

**NOTE:** It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2015

Page 1

F 1007-1.1.AMENDED.SUMMARY

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 2 of 29

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
12600 Brookhurst St. Ste 103A Garden Grove, CA 92840 (714) 374-0101

Email: garrelslaw@aol.com

A true and correct copy of the foregoing document entitled (specify): **Summary of Amended Schedules, Master Mailing List, and or Statements** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 8-14-2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com  
Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com  
Valerie Smith claims@recoverycorp.com  
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

☐ Service information continued on attached

page

**2. SERVED BY UNITED STATES MAIL:** On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

9-03-2021

Sherry A. Garrels, Esq.

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2015

Page 2

F 1007-1.1.AMENDED.SUMMARY

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 3 of 29

**Fill in this information to identify your case and this filing:**

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <b>CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION</b>			
Case number	<b>8:21-bk-11710-ES</b>		

☐ Check if this is an amended filing

**Official Form 106A/B**

**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

**1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

- ☐ No. Go to Part 2.  
☒ Yes. Where is the property?

Located on APN 178-011-01  
Tract 10542, Unit 4, Lot 376

1.1

**16222 Monterey Ln. Spc 376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

**What is the property?** Check all that apply

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☒ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<b>\$235,000.00</b>	<b>\$235,000.00</b>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Who has an interest in the property?** Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:  
**APN: 891-569-62; Lot 376; LBM 1081; 2014 Skyline Custom Villa Manufactured Home. Serial Number AC7V710394GB, 56'x15'2"; Serial Number AC7V710394GA. 60'x15'2". Registered Owner, Jamie Lynn Gallian with HCD perfected 2/25/2021**

**2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>**

**\$235,000.00**

**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 4 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☒ No  
☐ Yes

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories  
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No  
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

**\$0.00**

**Part 3:** Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- ☐ No  
☒ Yes. Describe.....

Misc. household goods and furnishings  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

**\$3,500.00**

waterford crystal set red and white wine glasses

**\$1,000.00**

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- ☐ No  
☒ Yes. Describe.....

Wall television, computer, printer and peripherals  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

**\$500.00**

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- ☐ No  
☒ Yes. Describe.....

Lladro figurine collection (20)

**\$1,900.00**

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- ☒ No  
☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- ☒ No  
☐ Yes. Describe.....

Official Form 106A/B

Schedule A/B: Property

page 2

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 5 of 29

Debtor 1 Jamie Lynn Gallian

Case number (if known) 8:21-bk-11710-ES

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

Misc. clothing

Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

\$1,000.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold  
chains/bracelets, and earrings.

Location: 16222 Monterey Lane, Space 376, Huntington Beach CA  
92649

\$1,000.00

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☐ No

☒ Yes. Describe.....

5-year old Wired Terrier Dog

\$25.00

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

\$8,925.00

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

17.1. EDD Debit account Bank of America

\$3,793.00

17.2. Savings

Alliant Credit Union--Only funds are Covid-19  
relief funds from the government.

\$1,407.00

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 6 of 29

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

	<b>17.3. Savings</b>	<b>Alliant Credit Union--Only funds are Covid-19 relief funds from the government.</b>	<b>\$2,600.00</b>
--	----------------------	--	-------------------

---

**18. Bonds, mutual funds, or publicly traded stocks**  
*Examples: Bond funds, investment accounts with brokerage firms, money market accounts*

☒ No  
☐ Yes..... Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

☐ No  
☒ Yes. Give specific information about them.....

Name of entity:	% of ownership:	
J-Sandcastle Co, LLC Entity currently has a bank account of less than \$2,000 assets.  Original purpose of LLC was to hold HCD Registration to Debtor's residence. HCD Registration was transferred to debtor on 2/25/2021. According to the Mobilehome Park Management Houser Bros, park rules forbid home to be held in name other than an individual.	100 %	\$2,000.00

---

J-PAD, LLC. Entity Assets include bank account of around \$4,000; Certificate of Title with HCD, perfected 1/14/2019, LBM 1081; 2014 Skyline Custom Villa Manufactured Home UCC-1 Manufactured Home Financing Statement perfected 1/14/2019. against personal property located at 16222 Monterey Lane, Space 376, Huntington Beach, CA. 92649	33.33 %	\$59,666.00
--	---------	-------------

---

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**  
*Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.*

☒ No  
☐ Yes. Give specific information about them  
Issuer name:

**21. Retirement or pension accounts**  
*Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans*

☐ No  
☒ Yes. List each account separately.

Type of account:	Institution name:	
IRA	Fidelity	\$7,400.00

---

**22. Security deposits and prepayments**  
Your share of all unused deposits you have made so that you may continue service or use from a company  
*Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others*

☐ Yes  
☒ No. Institution name or individual:

---

**23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No  
☐ Yes..... Issuer name and description.

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**  
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).  
Official Form 106A/B Schedule A/B: Property

page 4

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 7 of 29

Debtor 1 Jamie Lynn Gallian

Case number (if known) 8:21-bk-11710-ES

☒ No

☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

☒ No

☐ Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

28. **Tax refunds owed to you**

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. **Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. **Other amounts someone owes you**

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. **Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund  
value:

32. **Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☐ No

☒ Yes. Give specific information..

[32.1]

Probate estate of Father Charles J. Bradley, Jr. DOD 6/18/2000

OCSC Case No. 30-2017-00915711.

Uncertain what, if any, proceeds will pass to debtor.

Unknown



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 8 of 29

Debtor 1 Jamie Lynn Gallian

Case number (if known) 8:21-bk-11710-ES

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment  
Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☐ No

☒ Yes. Describe each claim.....

[34.1]

Personal Injury claim against Huntington Beach Gables Homeowners Association; Jesus Jasso, Jr. et al. DOI: 8/5/2018  
OCSC Case No. 30-2020-01153679.

Unknown

[34.2]

Claim against Houser Bros Co. dba Rancho Del Rey Mobilehome Estates for Violation(s) of Civil Code and MRL §798, et seq. Failure to Offer and countersign Lease Agreement, Lot 376, 2014 manufactured home sold in place 11/1/2018 to debtor. Failure to disclose possible MH park Change of Use; Failure to timely pursue/prosecute frivolous UD claim filed 1/2/19, against Debtor; Multiple acts by park management including retaliation, discrimination, trespassing, unlawful entry; forcible detainer, wrongful eviction. No lawsuit yet filed.

Unknown

35. Any financial assets you did not already list

☐ No

☒ Yes. Give specific information..

[35.1]

Possible Victim Restitution Order against Jesus Jasso Jr. for battery, Penal Code §242  
OCDA Criminal Case, People of the State of California vs Jesus Jasso Jr.  
OCSC Case No. 19WM09951 Estimated loss of income \$73,000.00

Unknown

[35.2]

Possible COVID-19 Rent Relief Act from State of California  
(Applied for June 2021, but not yet approved). Not property of the estate.

\$27,000.00

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$103,866.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest in. List any real estate in Part 1.

Official Form 106A/B

Schedule A/B: Property

page 6

Software Copyright (c) 1998-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 9 of 29

Debtor 1 Jamie Lynn Gallian

Case number (if known) 8:21-bk-11710-ES

37. Do you own or have any legal or equitable interest in any business-related property?

- ☒ No. Go to Part 6.  
☐ Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- ☒ No. Go to Part 7.  
☐ Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

53. Do you have other property of any kind you did not already list?

- Examples: Season tickets, country club membership  
☒ No  
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here .....

**\$0.00**

**Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2 .....		<b>\$235,000.00</b>
56. Part 2: Total vehicles, line 5 .....	<b>\$0.00</b>	
57. Part 3: Total personal and household items, line 15 .....	<b>\$8,925.00</b>	
58. Part 4: Total financial assets, line 36 .....	<b>\$103,866.00</b>	
59. Part 5: Total business-related property, line 45 .....	<b>\$0.00</b>	
60. Part 6: Total farm- and fishing-related property, line 52 .....	<b>\$0.00</b>	
61. Part 7: Total other property not listed, line 54 .....	<b>\$0.00</b>	
	<b>+</b>	
62. Total personal property. Add lines 56 through 61...	<b>\$112,791.00</b>	Copy personal property total <b>\$112,791.00</b>
63. Total of all property on Schedule A/B. Add line 55 + line 62 .....		<b>\$347,791.00</b>

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 10 of 29

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☐ Check if this is an amended filing

## Official Form 106C

### Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

#### Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)  
☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56"x15'2"; Serial Number AC7V710394GA 60"x15'2". Line from <i>Schedule A/B</i> : 1.1	\$235,000.00	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
Misc. household goods and furnishings Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 6.1	\$3,500.00	<input checked="" type="checkbox"/> \$3,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
waterford crystal set red and white wine glasses Line from <i>Schedule A/B</i> : 6.2	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040

Official Form 106C

Schedule C: The Property You Claim as Exempt

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 1 of 3

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 11 of 29

Debtor 1 <b>Jamie Lynn Gallian</b>	Case number (if known) <b>8:21-bk-11710-ES</b>		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>Wall television, computer, printer and peripherals</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 7.1	<b>\$500.00</b>	<input checked="" type="checkbox"/> <b>\$500.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Lladro figurine collection (20)</b> Line from Schedule A/B: 8.1	<b>\$1,900.00</b>	<input checked="" type="checkbox"/> <b>\$1,900.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>Misc. clothing</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 11.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings.</b> Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 12.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>5-year old Wired Terrier Dog</b> Line from Schedule A/B: 13.1	<b>\$25.00</b>	<input checked="" type="checkbox"/> <b>\$25.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>EDD Debit account: Bank of America</b> Line from Schedule A/B: 17.1	<b>\$3,793.00</b>	<input checked="" type="checkbox"/> <b>\$3,793.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>Savings: Alliant Credit Union—Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.2	<b>\$1,407.00</b>	<input checked="" type="checkbox"/> <b>\$1,407.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit Union—Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$381.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit Union—Only funds are Covid-19 relief funds from the government.</b> Line from Schedule A/B: 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$2,219.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>IRA: Fidelity</b> Line from Schedule A/B: 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.115(a)(1) &amp; (2), (b)</b>

Official Form 106C

Schedule C: The Property You Claim as Exempt

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 2 of 3

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 12 of 29

Debtor 1 <b>Jamie Lynn Gallian</b>	Case number (if known) <b>8:21-bk-11710-ES</b>		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>IRA: Fidelity</b> Line from Schedule A/B: 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>11 U.S.C. § 522(b)(3)(C)</b>
<b>Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages unknown</b> Line from Schedule A/B: 34.1	<b>Unknown</b>	<input checked="" type="checkbox"/>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.140</b>

3. **Are you claiming a homestead exemption of more than \$170,350?**  
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- ☐ No
- ☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☒ Yes

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 13 of 29

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☐ Check if this is an  
amended filing

## Official Form 106G

### Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?
  - ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
  - ☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Property* (Official Form 106 A/B).
2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease <small>Name, Number, Street, City, State and ZIP Code</small>	State what the contract or lease is for
2.1 Houser Bros. Co. dba Rancho Del Rey Mobilehome Est. 17610 Beach Blvd. Ste. 32 Huntington Beach, CA 92647	Unexpired Ground lease Tract 10542, Unit 4, Lot 376 for personal property residence located at 16222 Monterey Lane, Huntington Beach, California.
2.2 Hyundai Capital America PO BOX 269011 Plano, TX 75026	Vehicle lease for 2020 Kia Sportage. Expires 12/1/2022

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 14 of 29

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☒ Check if this is an  
amended filing

## Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

☒ No  
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

☐ No. Go to line 3.

☒ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

☐ No  
☒ Yes.

In which community state or territory did you live?

California

. Fill in the name and current address of that person.

**Ronald Pierpont**  
**4519 Ponderosa Way**  
**Yorba Linda, CA 92886**

Name of your spouse, former spouse, or legal equivalent  
Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to list out Column 2.

Column 1: Your codebtor  
Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt  
Check all schedules that apply:

3.1

Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

☐ Schedule D, line \_\_\_\_\_  
☐ Schedule E/F, line \_\_\_\_\_  
☐ Schedule G, line \_\_\_\_\_

3.2

Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

☐ Schedule D, line \_\_\_\_\_  
☐ Schedule E/F, line \_\_\_\_\_  
☐ Schedule G, line \_\_\_\_\_



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 15 of 29

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION

Case number (If known) 8:21-bk-11710-ES

Check if this is:

- ☒ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

##### 1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

##### Employment status

##### Occupation

##### Employer's name

##### Employer's address

##### Debtor 1

☐ Employed

☒ Not employed

Disability; DOI 8/5/18

##### Debtor 2 or non-filing spouse

☐ Employed

☐ Not employed

Flight Attendant

How long employed there? 21 years

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>0.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	-\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>0.00</u>	\$ <u>N/A</u>

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 16 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

	For Debtor 1	For Debtor 2 or non-filing spouse
<b>Copy line 4 here</b>	4. \$ <b>0.00</b>	\$ <b>N/A</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>0.00</b>	\$ <b>N/A</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>N/A</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>N/A</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>N/A</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>N/A</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>N/A</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>N/A</b>
5h. Other deductions. Specify:	5h. \$ <b>0.00</b>	\$ <b>N/A</b>
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>0.00</b>	\$ <b>N/A</b>
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>0.00</b>	\$ <b>N/A</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>N/A</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>N/A</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>N/A</b>
8d. Unemployment compensation	8d. \$ <b>1,005.26</b>	\$ <b>N/A</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>N/A</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: <b>Temporary Covid-19 FAC payment</b>	8f. \$ <b>1,200.00</b>	\$ <b>N/A</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>N/A</b>
8h. Other monthly income. Specify:	8h. \$ <b>0.00</b>	\$ <b>N/A</b>
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>2,205.26</b>	\$ <b>N/A</b>
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>2,205.26</b> + \$ <b>N/A</b>	= \$ <b>2,205.26</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:	11. +\$ <b>0.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12. \$ <b>2,205.26</b>	<b>Combined monthly income</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b> <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain:		

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 17 of 29

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☐ Check if this is an amended filing

## Official Form 107

### Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☐ Married  
☒ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☐ No  
☒ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

<b>Debtor 1 Prior Address:</b>	<b>Dates Debtor 1 lived there</b>	<b>Debtor 2 Prior Address:</b>	<b>Dates Debtor 2 lived there</b>
4476 Alderport Dr. #53 Huntington Beach, CA 92649	From-To: 11/2009 to 10/31/2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☐ No  
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

#### Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No  
☒ Yes. Fill in the details.

	<b>Debtor 1</b>		<b>Debtor 2</b>
	<b>Sources of income</b> Check all that apply.	<b>Gross income</b> (before deductions and exclusions)	<b>Sources of income</b> Check all that apply.
<b>For last calendar year:</b> <b>(January 1 to December 31, 2020)</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips	<b>\$1,408.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips
	<input type="checkbox"/> Operating a business		<input type="checkbox"/> Operating a business

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 1

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 18 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

Debtor 1		Debtor 2	
Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
<b>For the calendar year before that: (January 1 to December 31, 2019)</b> <input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$3,375.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. **Did you receive any other income during this year or the two previous calendar years?**  
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security; unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No  
☒ Yes. Fill in the details.

	Debtor 1 Sources of Income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of Income Describe below.	Gross income (before deductions and exclusions)
<b>From January 1 of current year until the date you filed for bankruptcy:</b>	Unemployment	\$11,000.00		
<b>For last calendar year: (January 1 to December 31, 2020)</b>	Unemployment	\$21,227.00		
	401k Loan default- Taxed as Retirement Income	\$31,922.58		

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

6. **Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**
- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?
- ☐ No. Go to line 7.
- ☐ Yes. List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.
- \* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.
- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
- During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?
- ☒ No. Go to line 7.
- ☐ Yes. List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
-----------------------------	------------------	----------------------	-------------------------	--------------------------

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 19 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**  
*Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.*

- ☒ No  
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**  
 Include payments on debts guaranteed or cosigned by an insider.

- ☒ No  
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**  
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No  
☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Houser Bros. Co. vs. Jamie Lynn Gallian 30-2019-01041423-CI-UD-CJC	Unlawful Detainer filed 1/2/2019 regarding Lot 376, Tract 10542, Unit 4, Unexpired term of 80 yr. Ground Leasehold APN 178-011-16	Orange County Superior Court 700 W. Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Randall L. Nickell vs. Huntington Beach Gables HOA, et. al. 30-2020-01163055-CU-OR-CJC	Cross complaint contained in this action by Huntington Beach Gables HOA seeks to void the sale of Unit 53; Unexpired term of 80 yr. Ground Leasehold & SubCondominium Leasehold Estate APN 178-774-03, Tract 10542, Lot 1 & 2, Gables subd. to Randall Nickell.	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded  <b>Debtor is a cross defendant</b>

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 20 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

Case title Case number	Nature of the case	Court or agency	Status of the case
Huntington Beach Gables HOA vs. Sandra Bradley, et. al. 30-2017-00913985	Collections	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
post judgment collections actions			
Huntington Beach Gables HOA vs. Jamie Gallian 30-2017-00962999-CU-HR-CJC	Collections	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Jamie Lynn Gaillan vs. Jesus Jasso, et. al. 30-2020-01153679	personal injury	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

- ☒ No. Go to line 11.  
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property	Date	Value of the property
	Explain what happened		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☒ No  
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☒ No  
☐ Yes

**Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☒ No  
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☒ No  
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 4

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 21 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No

☐ Yes. Fill in the details.

**Describe the property you lost and how the loss occurred**

**Describe any insurance coverage for the loss**  
Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property*.

**Date of your loss**

**Value of property lost**

**Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?  
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☒ No

☐ Yes. Fill in the details.

**Person Who Was Paid**

**Address**

**Email or website address**

**Person Who Made the Payment, if Not You**

**Description and value of any property transferred**

**Date payment or transfer was made**

**Amount of payment**

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?  
Do not include any payment or transfer that you listed on line 16.

☒ No

☐ Yes. Fill in the details.

**Person Who Was Paid**

**Address**

**Description and value of any property transferred**

**Date payment or transfer was made**

**Amount of payment**

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?  
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

☐ No

☒ Yes. Fill in the details.

**Person Who Received Transfer**  
**Address**

**Description and value of property transferred**

**Describe any property or payments received or debts paid in exchange**

**Date transfer was made**

**Person's relationship to you**

**James H. Casello**  
**Casello & Lincoln**  
**525 Cabrillo Park Dr. Ste. 104**  
**Santa Ana, CA 92701**

**\$47,000 legal fees**

**Legal services**

**2019-2021**

**Michael T. Chulak & Assoc.**  
**30343 Canwood St. Ste. 203**  
**Agoura Hills, CA 91301**

**\$8,700**

**Legal services**

**2018 to 2019**

**None**

**Michael S. Devereux, Esq.**  
**9171 Wilshire Blvd. Ste. 500**  
**Beverly Hills, CA 90210**

**\$5,000**

**legal services**

**2018 to 2019**

**None**



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 22 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you Steven A. Fink, Esq 13 Corporate Plaza Dr. Ste. 150 Newport Beach, CA 92660	\$30,000	legal services	2019 to 2020
None			
David R. Flyer, Esq. 4120 Birch St. Ste. 101 Newport Beach, CA 92660	\$17,000	Legal services	2018 to 2019
None			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

☒ No

☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	------------------------

**Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?  
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

☒ No

☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	------------------------------------	----------------------------------	---	---

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

☒ No

☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
---	---	-----------------------	--------------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

☒ No

☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	--------------------------

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 6

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 23 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

**Part 9: Identify Property You Hold or Control for Someone Else**

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No  
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
--	--	-----------------------	-------

**Part 10: Give Details About Environmental Information**

For the purpose of Part 10, the following definitions apply:

- ☐ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☐ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☐ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No  
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No  
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No  
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	---	--------------------	--------------------

**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☒ A member of a limited liability company (LLC) or limited liability partnership (LLP)
- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 24 of 29

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

☐ No. None of the above applies. Go to Part 12.

☒ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed EIN:      From-To
J-Sandcastle Co., LLC 16222 Monterey Lane #376 Huntington Beach, CA 92649	Residential Management	EIN:      83-2453659 From-To    10-19-2018
J-Pad, LLC 21742 Anza Ave. Torrance, CA 90503	Residential Management.	EIN: From-To    2/9/2018

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

☒ No

☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.  
18 U.S.C. §§ 152, 1341, 1519, and 360.

Jamie Lynn Gallian  
Signature of Debtor 1

\_\_\_\_\_  
Signature of Debtor 2

Date 9/13/2021

\_\_\_\_\_  
Date

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

☒ No

☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 25 of 29

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☐ Check if this is an amended filing

## Official Form 108

### Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

☒ creditors have claims secured by your property, or

☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form.

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

#### Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: <b>J-Pad, LLC</b>  Description of property: <b>16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County</b> securing debt: <b>APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56"x15'2"; Serial Number AC7V710394GA 60"x15'2".</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a Reaffirmation Agreement. <input checked="" type="checkbox"/> Retain the property and [explain]:  <b>retain</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Creditor's name: <b>Janine Jasso (The People of the State of California)</b>  Description of property: <b>16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County</b> securing debt: <b>APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081.</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a Reaffirmation Agreement.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

page 1

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 26 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

property **Serial Number AC7V710394GB**  
securing debt: **56'x15'2"; Serial Number**  
**AC7V710394GA 60'x15'2".**

☒ Retain the property and [explain]:  
**Lien To Be Avoided By 522(f) or**  
**Other Means**

Creditor's Name **Janine Jasso Huntington Beach**  
**Gables; Gragnano, Phillips, Beck, Burrett, Jasso,**  
**Paulin.**

☐ Surrender the property. ☐ No  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a ☒ Yes  
**Reaffirmation Agreement.**

Description of **16222 Monterey Ln.. Spc 376**  
Property **Huntington Beach, CA 92649**  
securing debt: **Orange County**  
**APN: 891-569-62; 2014 Skyline**  
**Custom Villa Manufactured Home.**  
**Decal No. LBM1081. Serial**  
**Number AC7V710394GB 56'x15'2";**  
**Serial Number AC7V710394GA**  
**60'x15'2".**

☒ Retain the property and [explain]:  
**Lien to be avoided by 522(f) or other**  
**means**

**Part 2: List Your Unexpired Personal Property Leases**

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

**Describe your unexpired personal property leases****Will the lease be assumed?**

Lessor's name: **Houser Bros. Co. dba Rancho Del Rey Mobilehome Park**  
Description of leased **Unexpired Ground lease Tract 10542, Unit 4, Lot 376 2014**  
Property: **MANUFACTURED HOME LBM1081; residence located at 16222**  
**Monterey Lane, #376, Huntington Beach, California.**

☐ No  
☒ Yes

Lessor's name: **Hyundai Capital America**  
Description of leased **Vehicle lease for 2020 Kia Sportage.** **Expires 12/1/2022**  
Property:

☐ No  
☒ Yes

**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X

**Jamie Lynn Gallian**

Signature of Debtor 1

Date

**9/3/2021**

X

Signature of Debtor 2

Date

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

page 2

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 27 of 29

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California—Santa Ana Division

Case number 8:21-bk-11710-ES  
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.

☒ Check if this is an amended filing

## Official Form 122A - 1

### Chapter 7 Statement of Your Current Monthly Income

04/20

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

#### Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☒ **Not married.** Fill out Column A, lines 2-11.
- ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
- ☐ **Married and your spouse is NOT filing with you. You and your spouse are:**
- ☐ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
- ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C. § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 0.00	\$
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$
5. Net income from operating a business, profession, or farm		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00 \$
6. Net income from rental and other real property		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00 \$
7. Interest, dividends, and royalties	\$ 0.00	\$

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 1

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 28 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
<b>8. Unemployment compensation</b> Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: For you \$ <b>0.00</b> For your spouse \$ _____	\$ <b>1,789.00</b>	\$ _____
<b>9. Pension or retirement income.</b> Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ <b>0.00</b>	\$ _____
<b>10. Income from all other sources not listed above.</b> Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ <b>0.00</b>	\$ _____
Total amounts from separate pages, if any.	\$ <b>0.00</b>	\$ _____
	<b>+</b> \$ <b>0.00</b>	\$ _____
<b>11. Calculate your total current monthly income.</b> Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ <b>1,789.00</b>	<b>+</b> \$ _____ = \$ <b>1,789.00</b>
		Total current monthly income

**Part 2: Determine Whether the Means Test Applies to You****12. Calculate your current monthly income for the year.** Follow these steps:

12a. Copy your total current monthly income from line 11

Copy line 11 here=&gt;

\$ **1,789.00**

Multiply by 12 (the number of months in a year)

**x 12**

12b. The result is your annual income for this part of the form

12b. \$ **21,468.00****13. Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live.

**CA**

Fill in the number of people in your household.

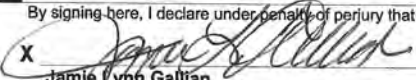
**1**

Fill in the median family income for your state and size of household.

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

13. \$ **62,938.00****14. How do the lines compare?**14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.**Part 3: Sign Below**

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X 

Jamie Lynn Gallian

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 2

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 15 Filed 09/07/21 Entered 09/07/21 11:31:55 Desc  
Main Document Page 29 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

Signature of Debtor:1

Date 9/3/2021  
MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 3


Best Case Bankruptcy

**EXHIBIT 30**

001398

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 1 of 29

ORIGINAL

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
<b>Jamie Lynn Gallian</b> <b>16222 Monterey Ln. #376</b> <b>Huntington Beach, CA 92649</b> <b>(714) 321-3449</b> <b>jamiegallian@gmail.com</b>	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b>  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <b>SEP 22 2021</b> </div> <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY:  Deputy Clerk</small> </div>
<input type="checkbox"/> Attorney for Debtor <input checked="" type="checkbox"/> Individual appearing without attorney	
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION</b>	
In re:	CASE NO.: 8:21-bk-11710-ES
<b>Jamie Lynn Gallian</b>	CHAPTER: 7
Debtor(s)	<b>First Amendment to</b> <b>SUMMARY OF AMENDED SCHEDULES,</b> <b>MASTER MAILING LIST,</b> <b>AND/OR STATEMENTS</b> <b>[LBR 1007-1(c)]</b>

A filing fee is required to amend Schedules D, or E/F (see [Abbreviated Fee Schedule](#) on the Court's website [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☒ Yes ☐ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

- ☒ Schedule A/B    ☒ Schedule C    ☐ Schedule D    ☐ Schedule E/F    ☒ Schedule G  
☒ Schedule H    ☒ Schedule I    ☐ Schedule J    ☐ Schedule J-2    ☒ Statement of Financial Affairs  
☐ Statement About Your Social Security Number(s)    ☒ Statement of Intentions    ☒ Master Mailing List  
☒ Other (specify) Statement of Related Cases LBR Form 1015-2; Form 122-A Statement of Current Income and Expenses

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and or statements are true and correct.

Date:

9/21/2021
  
**Jamie Lynn Gallian**  
 Debtor's Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

**NOTE:** It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 2 of 29

**AMENDED  
STATEMENT OF RELATED CASES  
INFORMATION REQUIRED BY LBR 1015-2  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

**Chapter 7 case number 8:03-bk-15856-JB filed 8/4/2003 in the Central Dist. of California. Judge James N. Barr. Discharge entered 11/17/2003. Case closed 9/23/2004.**

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

**None**

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

**None**

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

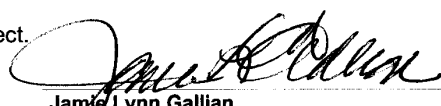
**None**

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Huntington Beach,, California.

Date:

7/21/2021

  
Jamie Lynn Gallian  
Signature of Debtor 1

Signature of Debtor 2

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

October 2018

Page 1

**F 1015-2.1.STMT.RELATED.CASES**

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 3 of 29

Fill in this information to identify your case and this filing:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION		
Case number	8:21-bk-11710-ES		

☐ Check if this is an amended filing

## Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

### Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

☐ No. Go to Part 2.

☒ Yes. Where is the property?

Located Tract 10542, Unit 4, Lot 376 on APN 178-011-01.

1.1

**16222 Monterey Ln. Spc 376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

What is the property? Check all that apply

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☒ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?  
**\$235,000.00**

Current value of the portion you own?  
**\$235,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Who has an interest in the property? Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

APN: 891-569-62; HCD COT Registration transferred 2/25/2021, from J-Sandcastle Co LLC Debtor's single member LLC, to Debtor, in attempt to end UD litigation and obtain counter-signed Leasehold Agreement with RDRMHE. Debtor Homestead Declaration filed with OC Clerk Recorder 7/9/2021@12:48 p.m.

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

**\$235,000.00**

### Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 4 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☒ **YES Lease 2020 Kia Sportage** LOCATION: 16222 MONTEREY LN #376  
☐ **No** HUNTINGTON BEACH, CA 92649

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**  
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☒ **No**  
☐ **Yes**

5. **Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>**

**\$0.00**

**Part 3: Describe Your Personal and Household Items**

**Do you own or have any legal or equitable interest in any of the following items?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**  
Examples: Major appliances, furniture, linens, china, kitchenware

☐ **No**  
☒ **Yes. Describe.....**

**Misc. household goods and furnishings**  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649

**\$3,500.00**

**waterford crystal red & white wine glasses**

**\$1,000.00**

7. **Electronics**  
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ **No**  
☒ **Yes. Describe.....**

**Wall television, computer, printer and peripherals**  
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649

**\$500.00**

8. **Collectibles of value**  
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☐ **No**  
☒ **Yes. Describe.....**

**Lladro figurines collection (20)**

Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649

**\$1,900.00**

9. **Equipment for sports and hobbies**  
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ **No**  
☐ **Yes. Describe.....**

10. **Firearms**  
Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☒ **No**  
☐ **Yes. Describe.....**

Official Form 106A/B

Schedule A/B: Property

page 2

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 5 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

**Misc. clothing**

**Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649**

**\$1,000.00**

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

**Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings.**

**Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649**

**\$1,000.00**

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☐ No

☒ Yes. Describe..... **5-year old Wired Terrier Dog**

**Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649**

**\$25.00**

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$8,925.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

**17.1. EDD Debit account Bank of America**

**\$3,793.00**

**17.2. Savings**

**Alliant Credit Union**

**\$1,407.00**



Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 6 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

17.3. **Savings** **Alliant Credit Union** **\$2,600.00**

**18. Bonds, mutual funds, or publicly traded stocks***Examples: Bond funds, investment accounts with brokerage firms, money market accounts*☒ No☐ Yes.....

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☐ No☒ Yes. Give specific information about them.....

Name of entity: **J-Sandcastle Co LLC-** Entity currently has \$500.00 in bank account. Debtor Purchased home on 11/1/2018 with proceeds from 10/31/2018 sale of debtors previous residence APN 937-63-053. HCD Registered to J-Sandcastle Co LLC. RDRMHE Park Mgr. refused to countersign 1/1/2006 Ryan Leasehold Agreement, Space 376, to Applicant, J-Sandcastle, Co. LLC. or enter new agreement. J-Sandcastle Co LLC transferred Registration to Jamie Lynn Gallian, perfected with HCD 2/25/2021 to obtain Lot 376 Leasehold Agreement with RDRMHE. RDRMHE Mgrs. forbid home to be held in name other than individual. However, Park Management allow Registration of MH to be held in the name of a Trust. **% of ownership: 100%**

[19.b] **J-Pad, LLC - Manager-Managed LLC-** Entity has approximately \$7,000.00, from un-cashed space 376 rent checks tendered to RDRMHE, returned to Debtor un-cashed. Only purpose is to hold HCD Certificate of Title, perfected 1/14/2019 of debtors primary residence 2014 Skyline Custom Villa, Decal No. LBM 1081; Serial No. 7V710394GB/GA to protect purchase of 2014 Manufactured Home as debtors primary residence and qualification 1/1/2006 Ryan Ground Leasehold Assigned to Debtor, located on APN 178-011-01 Tract 10542, Unit 4, Lot 376, pending litigation; preservation. **% of ownership: 1/7- th**

**20. Government and corporate bonds and other negotiable and non-negotiable instruments***Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.**Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.*☒ No☐ Yes. Give specific information about them

Issuer name:

**21. Retirement or pension accounts***Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans*☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

**IRA****Fidelity****\$7,400.00****22. Security deposits and prepayments***Your share of all unused deposits you have made so that you may continue service or use from a company**Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others*☐ Yes☒ No .....

Institution name or individual:

**23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes.....

Issuer name and description.

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.***26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).*☒ No☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them...

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 7 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES****26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses☒ No☐ Yes. Give specific information about them...**Money or property owed to you?**

**Current value of the  
portion you own?**  
Do not deduct secured  
claims or exemptions.

**28. Tax refunds owed to you**☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No☐ Yes. Give specific information.....**30. Other amounts someone owes you***Examples:* Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else☒ No☐ Yes. Give specific information..**31. Interests in insurance policies***Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance☒ No☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund  
value:**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☐ No☒ Yes. Give specific information..

Probate estate of Charles J. Bradley, Jr. DOD 6/18/2000  
OCSC Case No. 30-2017-00915711.  
Uncertain what, if any proceeds will pass to debtor.

Unknown

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples:* Accidents, employment disputes, insurance claims, or rights to sue☒ No☐ Yes. Describe each claim.....**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☐ No☒ Yes. Describe each claim.....**[34.1]**

Personal Injury claim filed against Huntington Beach Gables  
HOA; Jesus Jasso, Jr., et al.  
OCSC Case No. 30-2020-01153679. Date of injury 8/5/2018.

Unknown

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 8 of 29

Debtor 1 **Jamie Lynn Gallian** Case number (if known) **8:21-bk-11710-ES**

<b>[34.2]</b>	Possible Victim Restitution Award Order - People of the State of CA vs. Jesus Jasso Jr., PC §242, OCSC Case No. 19WM09951. Claim submitted to OC District Attorney through Victim Witness Agency. \$73,000.00	<b>\$73,000.00</b>
<b>[34.3]</b>	Potential Claim against Houser Bros Co. dba Rancho Del Rey Mobilehome Estates. Violation(s) of MRL §798, et seq.; multiple acts (retaliation, discrimination, trespassing/unlawful entry; forcible detainer, wrongful eviction. Failure to timely pursue/prosecute frivolous UD claim filed 1/2/19, against debtor, bona fide purchaser for value on 11/1/2018. Potential award of attorney fees under MRL.	<b>UNKNOWN</b>
<b>[34.4]</b>	Possible right to reversionary interest in unexpired 80 yr Ground Leasehold and Sub-condominium Leasehold, Lot 1 & 2, Tract 10542, APN 178-011-011 Gables subd. located on APN 178-771-03. Huntington Beach Gables HOA has a cross-complaint in the Nickel complaint pending OCSC 30-2020-01163055, in which Gables HOA seek a voiding of Unit 53 sale and Assignment of unexpired Ground Leasehold and Subcondominium Leasehold October 31, 2018, to bona fide purchaser Randall L. Nickel for valuable consideration. Gallian had a homestead exemption. On November 1, 2018, Debtor announced to Court on the record, OCSC 30-2017-00913985, C-33, Gallian sold the subject property. On November 9, 2018, Hon. James L. Crandall, C-33, Denied Gables HOA 30-2017-00913985, exparte MOT to freeze debtors equity from sale to bona fide purchaser Randall L. Nickel. "It's her equity." On December 6, 2018, Court vacated jury trial sua sponte.	<b>UNKNOWN</b>

35. Any financial assets you did not already list

☐ No

☒ Yes. Give specific information..

Possible COVID-19 Rent Relief Act from State of California for rent relief (Applied for June 2021, but not yet approved).  
Not property of the estate. \$27,000.00

**\$27,000.00**

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

**\$ 122,700.00**

**Part 5:** Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

☒ No. Go to Part 6.

☐ Yes. Go to line 38.

**Part 6:** Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

☒ No. Go to Part 7.

☐ Yes. Go to line 47.

**Part 7:** Describe All Property You Own or Have an Interest in That You Did Not List Above

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 9 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES****53. Do you have other property of any kind you did not already list?***Examples: Season tickets, country club membership*☒ No☐ Yes. Give specific information.....**54. Add the dollar value of all of your entries from Part 7. Write that number here .....****\$0.00****Part 8: List the Totals of Each Part of this Form**

<b>55. Part 1: Total real estate, line 2 .....</b>	<b>\$235,000.00</b>
<b>56. Part 2: Total vehicles, line 5 .....</b>	<b>\$0.00</b>
<b>57. Part 3: Total personal and household items, line 15 .....</b>	<b>\$8,925.00</b>
<b>58. Part 4: Total financial assets, line 36 .....</b>	<b>\$122,700.00</b>
<b>59. Part 5: Total business-related property, line 45 .....</b>	<b>\$0.00</b>
<b>60. Part 6: Total farm- and fishing-related property, line 52 .....</b>	<b>\$0.00</b>
<b>61. Part 7: Total other property not listed, line 54 + .....</b>	<b>\$0.00</b>
<b>62. Total personal property. Add lines 56 through 61... ..</b>	<b>\$131,625.00</b>
	Copy personal property total <b>\$131,625.00</b>
<b>63. Total of all property on Schedule A/B. Add line 55 + line 62 .....</b>	<b>\$366,625.00</b>

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 10 of 29

Fill in this information to identify your case:			
Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☒ Check if this is an amended filing

## Official Form 106C

### Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

#### Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56"x15'2"; Serial Number AC7V710394GA 60"x15'2". Line from <i>Schedule A/B</i> : 1.1	\$235,000.00	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
Misc. household goods and furnishings Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 6.1	\$3,500.00	<input checked="" type="checkbox"/> \$3,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Wall television, computer, printer and peripherals Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 7.1	\$500.00	<input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 11 of 29

Debtor 1 <b>Jamie Lynn Gallian</b>		Case number (if known) <b>8:21-bk-11710-ES</b>	
Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own  Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim  Check only one box for each exemption.	Specific laws that allow exemption
<b>Lladro figurine collection (20)</b> Line from <i>Schedule A/B</i> : 8.1	<b>\$1,900.00</b>	<input checked="" type="checkbox"/> <b>\$1,900.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>Misc. clothing</b> <b>Location: 16222 Monterey Lane,</b> <b>Space 376, Huntington Beach CA</b> <b>92649</b> Line from <i>Schedule A/B</i> : 11.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Movado wrist watch (20 yrs. old);</b> <b>costume jewelry, misc. non-gold</b> <b>chains/bracelets, and earrings.</b> <b>Location: 16222 Monterey Lane,</b> <b>Space 376, Huntington Beach CA</b> <b>92649</b> Line from <i>Schedule A/B</i> : 12.1	<b>\$1,000.00</b>	<input checked="" type="checkbox"/> <b>\$1,000.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.040</b>
<b>5-year old Wired Terrier Dog</b> Line from <i>Schedule A/B</i> : 13.1	<b>\$25.00</b>	<input checked="" type="checkbox"/> <b>\$25.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>EDD Debit account: Bank of America</b> Line from <i>Schedule A/B</i> : 17.1	<b>\$3,793.00</b>	<input checked="" type="checkbox"/> <b>\$3,793.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>Savings: Alliant Credit</b> <b>Union-Covid Govt. Stimulus</b> Line from <i>Schedule A/B</i> : 17.2	<b>\$1,407.00</b>	<input checked="" type="checkbox"/> <b>\$1,407.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit</b> <b>Union-Covid Govt. Stimulus</b> Line from <i>Schedule A/B</i> : 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$381.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Savings: Alliant Credit</b> <b>Union-Covid Govt. Stimulus</b> Line from <i>Schedule A/B</i> : 17.3	<b>\$2,600.00</b>	<input checked="" type="checkbox"/> <b>\$2,219.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>
<b>IRA: Fidelity</b> Line from <i>Schedule A/B</i> : 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.115(a)(1) &amp; (2), (b)</b>
<b>IRA: Fidelity</b> Line from <i>Schedule A/B</i> : 21.1	<b>\$7,400.00</b>	<input checked="" type="checkbox"/> <b>\$7,400.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>11 U.S.C. § 522(b)(3)(C)</b>

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 12 of 29

Debtor 1 <b>Jamie Lynn Gallian</b>	Case number (if known) <b>8:21-bk-11710-ES</b>		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
<b>Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages \$73,000.</b> Line from Schedule A/B: <b>34.42</b>	<b>\$73,000.00</b>	<input checked="" type="checkbox"/> <b>\$ 73,000.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.14</b>

3. **Are you claiming a homestead exemption of more than \$170,350?**  
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- ☐ No
- ☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☒ Yes **Debtors primary residence was purchased 11/1/2018 with proceeds from sale of previous residence located on same parcel of land. APN 178-011-01**



Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 13 of 29

Fill in this information to identify your case:

Debtor 1 **Jamie Lynn Gallian**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION**

Case number **8:21-bk-11710-ES**  
(if known)

☐ Check if this is an  
amended filing

## Official Form 106G

### Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?  
☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.  
☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 Houser Bros Co. dba Rancho Del Rey Mobilehome Est. 17610 Beach Blvd. Ste. 32 Huntington Beach, CA 92647	Lot 376, Tract 10542, Unit 4, Unexpired Ground Leasehold. Location of existing 2014 Skyline Custom Villa Manufactured Home, LBM1081, located on APN 178-011-01, FROM SELLER (RYAN) transferred 11/1/2018. Ground Leasehold Expires 2059.
2.2 Hyundai Capital America PO BOX 269011 Plano, TX 75026	Vehicle lease for 2020 Kia Sportage. Expires 12/1/2022

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 14 of 29

Fill in this information to identify your case:

Debtor 1 Jamie Lynn Gallian

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION

Case number 8:21-bk-11710-ES  
(If known)

Check if this is:

- ☒ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

## Official Form 106I

MM / DD / YYYY

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

##### 1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

##### Employment status

##### Occupation

##### Employer's name

##### Employer's address

##### Debtor 1

☐ Employed

☒ Not employed

Flight Attendant

##### Debtor 2 or non-filing spouse

☐ Employed

☐ Not employed

Disability from injury, left foot 8/5/2018

How long employed there? 21 years

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ 0.00	\$ N/A
3. Estimate and list monthly overtime pay.	+\$ 0.00	+\$ N/A
4. Calculate gross income. Add line 2 + line 3.	\$ 0.00	\$ N/A

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 15 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ 0.00	\$ N/A
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 0.00	\$ N/A
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ N/A
5e. Insurance	5e. \$ 0.00	\$ N/A
5f. Domestic support obligations	5f. \$ 0.00	\$ N/A
5g. Union dues	5g. \$ 0.00	\$ N/A
5h. Other deductions. Specify:	5h.+ \$ 0.00	\$ N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 0.00	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 0.00	\$ N/A
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ N/A
8b. Interest and dividends	8b. \$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ N/A
8d. Unemployment compensation	8d. \$ 1,005.26	\$ N/A
8e. Social Security	8e. \$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: <b>Temporary Covid-19 FAC payment</b>	8f. \$ 1,200.00	\$ N/A
8g. Pension or retirement income	8g. \$ 0.00	\$ N/A
8h. Other monthly income. Specify:	8h.+ \$ 0.00	\$ N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 2,205.26	\$ N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 2,205.26 + \$ N/A = \$ 2,205.26	
11. State all other regular contributions to the expenses that you list in <i>Schedule J</i> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify:	11. +\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$ 2,205.26	Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain:		

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 16 of 29

Fill in this information to identify your case:			
Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <b>CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION</b>			
Case number (if known)	<b>8:21-bk-11710-ES</b>		

☒ Check if this is an amended filing

## Official Form 107

### Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Give Details About Your Marital Status and Where You Lived Before

**1. What is your current marital status?**

- ☐ Married  
☒ Not married

**2. During the last 3 years, have you lived anywhere other than where you live now?**

- ☐ No  
☒ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

<b>Debtor 1 Prior Address:</b>	<b>Dates Debtor 1 lived there</b>	<b>Debtor 2 Prior Address:</b>	<b>Dates Debtor 2 lived there</b>
<b>4476 Alderport Dr. #53 Huntington Beach, CA 92649</b>	From-To: <b>11/23/2009 to 10/31/2018</b>	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:
<b>16222 Monterey Ln. #376 Huntington Beach, CA 92649</b>	From-To: <b>11/1/2018 to CURRENT</b>	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

**3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory?** (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☒ No  
☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

#### Part 2: Explain the Sources of Your Income

**4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?**

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No  
☒ Yes. Fill in the details.

<b>Debtor 1</b>	<b>Debtor 2</b>
<b>Sources of income</b> Check all that apply.	<b>Sources of income</b> Check all that apply.
<b>Gross income</b> (before deductions and exclusions)	<b>Gross income</b> (before deductions and exclusions)

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 17 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
<b>For last calendar year: (January 1 to December 31, 2020 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$1,408.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
<b>For the calendar year before that: (January 1 to December 31, 2019 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$3,375.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security; unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No  
☒ Yes. Fill in the details.

	Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)
<b>From January 1 of current year until the date you filed for bankruptcy:</b>	<b>Unemployment</b>	<b>\$11,000.00</b>		
<b>For last calendar year: (January 1 to December 31, 2020 )</b>	<b>EDD Unemployment</b>	<b>\$21,227.00</b>		
<b>For the calendar year before that: (January 1 to December 31, 2019 )</b>	<b>401 Loan Default due to Medical Leave of Absence. Loan taxed as income, distribution.</b>	<b>\$31,922.58</b>		

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

**6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?

- ☒ No. Go to line 7.

- ☐ Yes List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.

- ☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
-----------------------------	------------------	-------------------	----------------------	--------------------------

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 18 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**  
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☒ No  
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**  
Include payments on debts guaranteed or cosigned by an insider.

- ☒ No  
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**  
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No  
☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Houser Bros. Co. dba Rancho Del Rey Mobilehome Est. vs. Jamie L. Gallian 30-2019-01041423-CI-UD-CJC	Unlawful Detainer 1/2/2019, Lot 376, Tract 10542, Unit 4, Unexpired term of 80 yr. Ground Leasehold APN 178-011-01, location of existing 2014 Manufactured Home purchase as debtor residence.	Orange County Superior Court 700 W. Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Randall L. Nickell vs. Huntington Beach Gables HOA, et. al. 30-2020-01163055-CU-OR-CJC	Cross-complaint contained in this action by Huntington Beach Gables HOA seeks to void bona fide sale approved by Landlord, BS Investors, for value of Assignment Unexpired term of 80 yr. Ground Leasehold & Sub-Condominium Leasehold Lot 1 & 2 Tract 10542, Unit 53. Gables subd. APN 178-771-03.	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Huntington Beach Gables HOA vs. Sandra Bradley, et. al. 30-2017-00913985	Collections	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Huntington Beach Gables HOA vs. Jamie Gallian 30-2017-00962999-CU-HR-CJC	Collections	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Jamie Lynn Gallian vs. Huntington Beach Gables HOA; Jesus Jasso, Jr., et. al. 30-2020-01153679	Personal injury	Orange County Superior Court 700 Civic Center Dr. West Santa Ana, CA 92701	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 19 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

☒ No. Go to line 11.

☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property	Date	Value of the property
	Explain what happened		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

☒ No

☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

☒ No

☐ Yes

**Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

☒ No

☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

☒ No

☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No

☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .	Date of your loss	Value of property lost



Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 20 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES****Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?  
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☒ No  
☐ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
---	--	---	----------------------

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?  
Do not include any payment or transfer that you listed on line 16.

- ☒ No  
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
--------------------------------	--	---	----------------------

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?  
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☐ No  
☒ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
James H. Casello, Esq. Casello & Lincoln 525 Cabrillo Park Dr. Ste. 104 Santa Ana, CA 92701 None	\$47,000 legal fees	Legal services	2019 to 2021
Michael T. Chulak & Assoc. 30343 Canwood St. Ste. 203 Agoura Hills, CA 91301 None	\$8,700	Legal services	2017 to 2018
Michael S. Devereux, Esq. 9171 Wilshire Blvd. Ste. 500 Beverly Hills, CA 90210 None	\$5,000	Legal services	2018 to 2020
Steven A. Fink, Esq 13 Corporate Plaza Dr. Ste. 150 Newport Beach, CA 92660 None	\$30,000	Legal services	2018 to 2020

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 21 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you <b>David R. Flyer, Esq. Raqual Flyer-Dashner 4120 Birch St. Ste. 101 Newport Beach, CA 92660 None</b>	<b>\$17,000</b>	<b>Legal services</b>	<b>2018 to 2020</b>
<b>Sherry Garrels, Esq. 12660 Brookhurst St. A103 Garden Grove, CA 92840 None</b>	<b>\$6500.00</b>	<b>Legal Services</b>	<b>2020-2021</b>

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

☒ No  
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	------------------------

**Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?  
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

☒ No  
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	------------------------------------	----------------------------------	---	---

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

☒ No  
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
---	---	-----------------------	--------------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

☒ No  
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	--------------------------

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 22 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES****Part 9: Identify Property You Hold or Control for Someone Else**

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

☐ No

☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
--	--	-----------------------	-------

**Part 10: Give Details About Environmental Information**

For the purpose of Part 10, the following definitions apply:

- ☒ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☒ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☒ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

☐ No

☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

☐ No

☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

☐ No

☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	---	--------------------	--------------------

**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time

☒ A member of a limited liability company (LLC) or limited liability partnership (LLP)

☐ A partner in a partnership

☐ An officer, director, or managing executive of a corporation

☐ An owner of at least 5% of the voting or equity securities of a corporation

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 23 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

☐ No. None of the above applies. Go to Part 12.

☒ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed EIN:      From-To
J-Sandcastle Co., LLC 16222 Monterey Lane #376 Huntington Beach, CA 92649	Residential Management	83-2453659 10-19-2018
J-Pad, LLC 21742 Anza Avenue Torrance, CA 92503	Residential Management.	EIN: From-To 2/9/2018

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

☒ No

☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571

Jamie Lynn Gallian  
Signature of Debtor 1

Signature of Debtor 2

Date

Date

Did you attach additional pages to Your *Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

☒ No

☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 24 of 29

Fill in this information to identify your case:			
Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION		
Case number (if known)	8:21-bk-11710-ES		

☐ Check if this is an amended filing

## Official Form 108

### Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

☐ creditors have claims secured by your property, or

☐ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

#### Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: <b>J-Pad, LLC,</b>  Description of property securing debt: <b>16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56'x15'2"; Serial Number AC7V710394GA 60'x15'2".</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]:  <b>Retain</b>	<input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes
Creditor's name: <b>Janine Jasso, Esq.</b>  Description of property securing debt: <b>16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081.</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> .  <b>Notice of Appeal - Pending OCSC Appellate Department 30-2021-01189657 to VOID Order.</b>	<input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

page 1

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 25 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**☒ Retain the property and [explain]:

**UCC To Be Avoided By 522(f) and/or  
Other Means 11 U.S.C. §523(a)(7)**

Creditor's name: **Janine Jasso, Esq.  
Huntington Beach Gables HOA**

☐ Surrender the property.  
☐ Retain the property and redeem it.  
☐ Retain the property and enter into a  
*Reaffirmation Agreement.*

☐ No☒ Yes

Description of property securing debt: **16222 Monterey Ln Spc 376  
Huntington Beach, CA 92649  
APN 891-56-62; 2014 skyline  
Custom Villa Manufactured  
Home. Decal No. LBM1081**

☒ Retain the property and [explain]:

**UCC filed to be avoided by 522(f)  
and/or other means**

**Part 2 List Your Unexpired Personal Property Leases**

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name: **HOUSER BROS CO dba Rancho Del Rey Mobilehome Estates  
17610 Beach Blvd. Ste. 32  
Huntington Beach, California 92647**

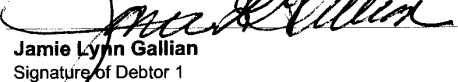
☐ No☒ Yes

Description of leased Property: **Ryan Assignment of 1/1/2006 Unexpired Ground Leasehold, APN  
178-011-01 Tract 10542, Unit 4, Lot 376. Location of 2014 Skyline  
Custom Villa Home. Expires 2059**

Lessor's name: **Hyundai Capital America**  
Description of leased Property: **Vehicle lease for 2020 Kia Sportage. Expires 12/1/2022**

☐ No☒ Yes**Part 3 Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt, and personal property LBM 1081, that is situated to an unexpired term of that certain Groundlease, Tract 10542, Unit 4, Lot 376, located upon APN 178-011-01, 16222 Monterey Lane, Huntington Beach, CA 92649

X   
Signature of Debtor 1

X \_\_\_\_\_  
Signature of Debtor 2

Date 9/21/2021

Date \_\_\_\_\_

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 26 of 29

Fill in this information to identify your case:		Check one box only as directed in this form and in Form 122A-1Supp:	
Debtor 1	<u>Jamie Lynn Gallian</u>	<input checked="" type="checkbox"/> 1. There is no presumption of abuse	
Debtor 2 (Spouse, if filing)		<input type="checkbox"/> 2. The calculation to determine if a presumption of abuse applies will be made under <i>Chapter 7 Means Test Calculation</i> (Official Form 122A-2).	
United States Bankruptcy Court for the:	<u>Central District of California—Santa Ana Division</u>	<input type="checkbox"/> 3. The Means Test does not apply now because of qualified military service but it could apply later.	
Case number (if known)	<u>8:21-bk-11710-ES</u>	<input checked="" type="checkbox"/> Check if this is an amended filing	

## Official Form 122A - 1

## Chapter 7 Statement of Your Current Monthly Income

04/20

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

## Part 1: Calculate Your Current Monthly Income

## 1. What is your marital and filing status? Check one only.

- ☒ **Not married.** Fill out Column A, lines 2-11.
- ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
- ☐ **Married and your spouse is NOT filing with you. You and your spouse are:**
- ☐ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
- ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. <b>Your gross wages, salary, tips, bonuses, overtime, and commissions</b> (before all payroll deductions).	\$ 0.00	\$
3. <b>Alimony and maintenance payments.</b> Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$
4. <b>All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support.</b> Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$
5. <b>Net income from operating a business, profession, or farm</b>		
Debtor 1		
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
6. <b>Net income from rental and other real property</b>		
Debtor 1		
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00
7. <b>Interest, dividends, and royalties</b>	\$ 0.00	\$



Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 27 of 29

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
<b>8. Unemployment compensation</b>	\$ <b>1,789.00</b>	\$
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ <b>0.00</b>	
For your spouse	\$	
<b>9. Pension or retirement income.</b> Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ <b>0.00</b>	\$
<b>10. Income from all other sources not listed above.</b> Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below..	\$ <b>0.00</b>	\$
	\$ <b>0.00</b>	\$
Total amounts from separate pages, if any.	+ \$ <b>0.00</b>	\$
<b>11. Calculate your total current monthly income.</b> Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ <b>1,789.00</b>	+ \$ = \$ <b>1,789.00</b>

Total current monthly income

**Part 2: Determine Whether the Means Test Applies to You****12. Calculate your current monthly income for the year.** Follow these steps:

12a. Copy your total current monthly income from line 11

Copy line 11 here=&gt;

\$ **1,789.00**

Multiply by 12 (the number of months in a year)

x 12

12b. The result is your annual income for this part of the form

12b. \$ **21,468.00****13. Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live.

CA

Fill in the number of people in your household.

1

Fill in the median family income for your state and size of household.

13. \$ **62,938.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

**14. How do the lines compare?**14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.**Part 3: Sign Below**

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X 

Jamie Lynn Gallian

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

page 2

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 28 of 29

Debtor 1 **Jamie Lynn Gallian**

Case number (if known) **8:21-bk-11710-ES**

Signature of Debtor 1

Date

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Case 8:21-bk-11710-ES Doc 16 Filed 09/22/21 Entered 09/22/21 09:40:50 Desc  
Main Document Page 29 of 29

**FIRST AMENDED  
PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**5401 Skylab Huntington Beach, CA 92647**

A true and correct copy of the foregoing document entitled (specify): **Summary of Amended Schedules, Master Mailing List, and or Statements** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below: \_\_\_\_\_

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 8-20-2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

**Jeffrey I Golden (TR)** lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com  
**Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com  
**D. Edward Hays** ehays@marshackhays.com  
**Valerie Smith** claims@recoverycorp.com  
**United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov  
**Jamie Lynn Gallian** jamiegallian@gmail.com

☐ Service information continued on attached

page

**2. SERVED BY UNITED STATES MAIL:** On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

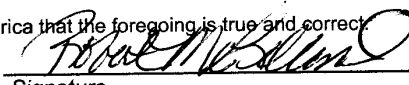
**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

9/21/2021 Robert McLelland  
Date Printed Name

  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**EXHIBIT 31**

001428

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc

Main Document Page 1 of 15

ORIGINAL

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
<b>Jamie Lynn Gallian</b> <b>16222 Monterey Ln. #376</b> <b>Huntington Beach, CA 92649</b> <b>(714) 321-3449</b> <b>jamiegallian@gmail.com</b>	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b>  <b>SEP 22 2021</b>  <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: Deputy Clerk</small> </div>
<input type="checkbox"/> Attorney for Debtor <input checked="" type="checkbox"/> Individual appearing without attorney	
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION</b>	
In re:	CASE NO.: 8:21-bk-11710-ES
<b>Jamie Lynn Gallian</b>	CHAPTER: 7
Debtor(s)	<b>SUMMARY OF AMENDED SCHEDULES,          MASTER MAILING LIST,          AND/OR STATEMENTS          [LBR 1007-1(c)]</b>

A filing fee is required to amend Schedules D, or E/F (see Abbreviated Fee Schedule on the Court's website [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☒ Yes ☐ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

- ☐ Schedule A/B    ☐ Schedule C    ☒ Schedule D    ☒ Schedule E/F    ☐ Schedule G  
☐ Schedule H    ☐ Schedule I    ☐ Schedule J    ☐ Schedule J-2    ☐ Statement of Financial Affairs  
☐ Statement About Your Social Security Number(s)    ☐ Statement of Intentions    ☒ Master Mailing List  
☐ Other (specify) \_\_\_\_\_

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and or statements are true and correct.

Date:

9/21/2021

  
**Jamie Lynn Gallian**  
 Debtor 1 Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

**NOTE:** It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 2 of 15

Fill in this information to identify your case:

Debtor 1 **Jamie Lynn Gallian**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION**

Case number **8:21-bk-11710-ES**  
(if known)

☐ Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

**1. Do any creditors have claims secured by your property?**

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

**2. List all secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any	
2.1	<b>J-Pad, LLC, Steven &amp; Brian Gallian; EJ Gallian; Justin Barclay; Ronald J. Pierpont; Robert J. Pierpont; Jamie Lynn Gallian</b> Creditor's Name  <b>21742 Anza Avenue Torrance, CA 90503</b> Number, Street, City, State & Zip Code	Describe the property that secures the claim: <b>16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56'x15'2"; Serial Number AC7V710394GA 60'x15'2".</b> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset)	<b>\$175,000.00</b>	<b>\$235,000.00</b>	<b>\$0.00</b>

**Who owes the debt?** Check one.  
☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

**Holder of UCC 1 Perfected 1/14/2019;  
HCD Registration Jamie Lynn Gallian perfected 2-25-2021**

Date debt was incurred \_\_\_\_\_ Last 4 digits of account number **N/A**

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

page 1 of 3

Best Case Bankruptcy

001430

EXHIBIT 31, PAGE 619

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 3 of 15

Debtor 1 **Jamie Lynn Gallian** Case number (if known) **8:21-bk-11710-ES**  
First Name Middle Name Last Name

**2.2 Janine Jasso** Describe the property that secures the claim: **\$53,684.41** **\$235,000.00** **\$0.00**  
Creditor's Name

**16025 Warmington Lane**  
**Huntington Beach, CA**  
**92649**

Number, Street, City, State & Zip Code

**16222 Monterey Ln. Spc 376**  
**Huntington Beach, CA 92649**  
**Orange County**  
**APN: 891-569-62; 2014 Skyline**  
**Custom Villa Manufactured Home.**  
**Decal No. LBM1081. Serial Number**  
**AC7V710394GB 56'x15'2"; Serial**  
**Number AC7V710394GA 60'x15'2".**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☒ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☒ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

Date debt was incurred **12/4/2018**

Last 4 digits of account number **HOA Fees 3985**

**2.3 Janine Jasso** Describe the property that secures the claim: **\$13,229.24** **\$235,000.00** **\$6,913.65**  
Creditor's Name

**16025 Warmington Lane**  
**Huntington Beach, CA**  
**92649**

Number, Street, City, State & Zip Code

**16222 Monterey Ln. Spc 376**  
**Huntington Beach, CA 92649**  
**Orange County**  
**APN: 891-569-62; 2014 Skyline**  
**Custom Villa Manufactured Home.**  
**Decal No. LBM1081. Serial Number**  
**AC7V710394GB 56'x15'2"; Serial**  
**Number AC7V710394GA 60'x15'2".**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

Date debt was incurred **2018**

Last 4 digits of account number **Attorney Fees \$9400.00 Civil OCSC 30-2018-00986785.**

Add the dollar value of your entries in Column A on this page. Write that number here:  
If this is the last page of your form, add the dollar value totals from all pages.  
Write that number here:

**\$241,913.65**

**\$241,913.65**

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.



Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 4 of 15

Debtor 1	<b>Jamie Lynn Gallian</b>	Case number (if known)	<b>8:21-bk-11710-ES</b>
	<small>First Name Middle Name Last Name</small>		
[ 1 ] Name, Number, Street, City, State & Zip Code		On which line in Part 1 did you enter the creditor? <b><u>2.2; 2.3</u></b>	
<b>Janine Jasso. Esq.</b>		Last 4 digits of account number _____	
<b>16025 Warmington Lane</b>			
<b>Huntington Beach, CA 92649</b>			
<hr/>			
<b>J-Pad, LLC</b>		On which line in Part 1 did you enter the creditor? <b><u>2.1</u></b>	
<b>21742 Anza Avenue</b>		Last 4 digits of account number _____	
<b>Torrance, CA 90503</b>			
<hr/>			

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 5 of 15

**Fill in this information to identify your case:**

Debtor 1 **Jamie Lynn Gallian**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION**

Case number **8:21-bk-11710-ES**  
(if known)

☒ Check if this is an  
amended filing

Official Form 106E/F

**Schedule E/F: Creditors Who Have Unsecured Claims**

**12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with **PRIORITY** claims and Part 2 for creditors with **NONPRIORITY** claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

**Part 1: List All of Your PRIORITY Unsecured Claims**

1. Do any creditors have priority unsecured claims against you?

☐ No. Go to Part 2.

☒ Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	<b>Internal Revenue Service</b> Priority Creditor's Name <b>Insolvency</b> <b>PO BOX 7346</b> <b>Philadelphia, PA 19101-7346</b> Number Street City State Zip Code	Last 4 digits of account number <b>3936</b>	<b>\$32,361.00</b>	<b>\$0.00</b>
	When was the debt incurred? <b>2017-2018, 2019</b>			
	As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
	Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another			
	Type of <b>PRIORITY</b> unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify <b>income tax</b>			
	Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

**Part 2: List All of Your NONPRIORITY Unsecured Claims**

3. Do any creditors have nonpriority unsecured claims against you?

☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

☒ Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 6 of 15

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**8:21-bk-11710-ES**

4.1

**Gordon, Reese, Scully & Mansukhani**

Nonpriority Creditor's Name

**633 W. 5th St. Fl. 52****Los Angeles, CA 90071**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

**N/A****Unknown**

When was the debt incurred?

**2021**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify**possible remittur amount owed as part of HOA Gables lawsuits.**

4.2

**Houser Bros Co.**

Nonpriority Creditor's Name

**dba Rancho Del Rey Mobilehome Est.****17610 Beach Blvd. Ste. 32****Huntington Beach, CA 92647**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

**N/A****Unknown**

When was the debt incurred?

**2020**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☒ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify**possible space 376 rent; due to refusal to accept tendered rent payments by debtor. Checks returned to debtor by RDRMHE uncashed. since 11/1/2018. Pending Litigation.**

4.3

**Huntington Beach Gables HOA**

Nonpriority Creditor's Name

**c/o Epstein, Grinnell & Howell, APC****10200 Willow Creek Rd. Ste. 100****San Diego, CA 92131**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No☐ Yes

Last 4 digits of account number

**3985****\$413,000.00**

When was the debt incurred?

**2017-2018**

As of the date you file, the claim is: Check all that apply

☐ Contingent☐ Unliquidated☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify**judgment for attorneys fees and costs owed to Gables HOA**

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 7 of 15

Debtor 1	<b>Jamie Lynn Gallian</b>	Case number (if known)	<b>8:21-bk-11710-ES</b>
----------	---------------------------	------------------------	-------------------------

4.4	<b>Huntington Beach Gables HOA</b> Nonpriority Creditor's Name <b>c/o Epstein, Grinnell &amp; Howell, APC</b> <b>10200 Willow Creek Rd. Ste. 100</b> <b>San Diego, CA 92131</b> Number Street City State Zip Code <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>2999</b> <b>\$9,300.00</b>  <b>When was the debt incurred?</b> <b>2018</b>  <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <b>Attorneys fees in Anti-Slapp Motion</b> <input checked="" type="checkbox"/> Other. Specify	
-----	--	--	--

4.5	<b>James H. Casello</b> Nonpriority Creditor's Name <b>Casello &amp; Lincoln</b> <b>525 N. Cabrillo Park Dr. Ste. 104</b> <b>Santa Ana, CA 92701</b> Number Street City State Zip Code <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>N/A</b> <b>Unknown</b>  <b>When was the debt incurred?</b> <b>2019-2021</b>  <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>legal services</b>	
-----	---	---	--

4.6	<b>Nationwide Reconveyance, LLC</b> Nonpriority Creditor's Name <b>c/o Feldsott &amp; Lee</b> <b>23161 Mill Creek Dr. Ste. 300</b> <b>Laguna Hills, CA 92653</b> Number Street City State Zip Code <b>Who incurred the debt? Check one.</b> <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>3055</b> <b>Unknown</b>  <b>When was the debt incurred?</b> <b>2018</b>  <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>possible debt owed in connection with Randall Nickel lawsuit</b>	
-----	---	---	--

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 8 of 15

Debtor 1 <b>Jamie Lynn Gallian</b>		Case number (if known) <b>8:21-bk-11710-ES</b>
------------------------------------	--	--

4.7	<b>Huntington Beach Gables HOA</b> Nonpriority Creditor's Name <b>c/o Feldsott &amp; Lee</b> <b>23161 Mill Creek Dr. Ste. 300</b> <b>Laguna Hills, CA 92653</b> Number Street City State Zip Code <b>Who incurred the debt?</b> Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>3985</b> <b>\$5,000.00</b> <b>When was the debt incurred?</b> <b>2021</b> <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>7/8/21 related to misc. debt collection case.</b>
-----	--	--

4.8	<b>Patricia Ryan and Lisa Ryan</b> Nonpriority Creditor's Name <b>20949 Lassen St. #208</b> <b>Chatsworth, CA 91311</b> Number Street City State Zip Code <b>Who incurred the debt?</b> Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>N/A</b> <b>Unknown</b> <b>When was the debt incurred?</b> <b>2018</b> <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Listed solely as a precaution. Sale of 2014 MH on Space 376</b>
-----	---	--

4.9	<b>Janine Jasso, Esq.</b> Nonpriority Creditor's Name <b>16025 Warmington Ln.</b> <b>Huntington Beach, CA 92649</b> Number Street City State Zip Code <b>Who incurred the debt?</b> Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Last 4 digits of account number</b> <b>8287</b> <b>\$13,229.24</b> <b>When was the debt incurred?</b> <b>2018</b> <b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Atty fees \$9400.00 OCSC 30-2018-00986785</b>
-----	---	---

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 9 of 15

Debtor 1 Jamie Lynn Galian

Case number (if known)

8:21-bk-11710-ES4.1  
0**Rancho Bernardo Condominium  
Mgt.**

Nonpriority Creditor's Name  
**dba Elite Community Mgt.  
c/o Gordon, Rees, Scully  
Mansukhani  
5 Park Plaza Ste. 1100  
Irvine, CA 92614**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
 Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number 3055Unknown

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify Listed as precaution4.1  
1**Randall Nickell**

Nonpriority Creditor's Name  
**4476 Alderport Dr.  
Huntington Beach, CA 92649**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
 Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number 3055UnknownWhen was the debt incurred? 2019

As of the date you file, the claim is: Check all that apply

- ☒ Contingent  
☒ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Listed as a precaution for possible claims related to assignment of Ground leasehold rights, Sub Condominium Leasehold rights in Tract 10542, Lot 1&2, APN 178771-03; 4476 Alderport Dr. #53, Huntington Beach, CA**

4.1  
2**Robert P. Warmington Co.**

Nonpriority Creditor's Name  
**c/o BS Investors  
18201 Von Karmen Ste. 450  
Irvine, CA 92612**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim is for a community debt  
 Is the claim subject to offset?  
☒ No  
☐ Yes

Last 4 digits of account number 0376Unknown

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans  
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Listed as precaution for possible claims; Lot 376 Tract 10542, Unit 4 APN 178-011-01**

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 10 of 15

Debtor 1 **Jamie Lynn Gallian**

Case number (if known)

**8:21-bk-11710-ES**4.1  
3**United Airlines**Last 4 digits of account number **0092****\$9,600.00**

Nonpriority Creditor's Name

**PO BOX 0675**When was the debt incurred? **???****Carol Stream, IL 60132-0675**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☐ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Cobra payments**4.1  
4**Huntington Mobile Home Investments, LLC**

Last 4 digits of account number

**\$450,000.00**

Nonpriority Creditor's Name

**16400 Saybrook**

When was the debt incurred?

**Huntington Beach, CA 92649**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☐ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Listed solely as precaution; Potential previous MH Conversion without Notice to resident owners.****Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address

**BS Investors ; Robert P. Warmington**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.12** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims**c/o Gordon May**☒ Part 2: Creditors with Nonpriority Unsecured Claims**Grant, Genovese & Baratta****2030 Main St. Ste. 1600****Irvine, CA 92614**

Last 4 digits of account number

**N/A**

Name and Address

**Janine Jasso, Esq.**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims**16025 Warmington Lane**☒ Part 2: Creditors with Nonpriority Unsecured Claims**Huntington Beach, CA 92649**

Last 4 digits of account number

**2999**

Name and Address

**Huntington Mobile Home Investments, LLC**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.14** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims**16400 Saybrook Lane**☒ Part 2: Creditors with Nonpriority Unsecured Claims**Huntington Beach, CA 92649**

Last 4 digits of account number

Official Form 106 E/F

Schedule E/F: Creditors Who Have Unsecured Claims

Page 6 of 7

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy



Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 11 of 15

Debtor 1 **Jamie Lynn Gallian**Case number (if known) **8:21-bk-11710-ES**

Name and Address  
**Jennifer Paulin**  
**4446 Alderport Dr.**  
**Huntington Beach, CA 92649**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Lee Gagnano**  
**16062 Warmington Ave.**  
**Huntington Beach, CA 92649**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**3985**

Name and Address  
**Lindy Beck**  
**4443 Chase Dr.**  
**Huntington Beach, CA 92649**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**3985**

Name and Address  
**Lori Burrett**  
**16107 Warmington Lane**  
**Huntington Beach, CA 92649**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**3985**

Name and Address  
**Randell Nickel**  
**c/o Mark Mellor, Esq.**  
**6800 Indiana Ave. Ste. 220**  
**Riverside, CA 92506**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.11** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**3055**

Name and Address  
**Ted Phillips**  
**17162 Sandra Lee**  
**Huntington Beach, CA 92649**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.3** of (Check one):☐ Part 1: Creditors with Priority Unsecured Claims☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**3985****Part 4: Add the Amounts for Each Type of Unsecured Claim**

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	0.00
	6b. Taxes and certain other debts you owe the government	6b. \$	32,361.00
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	32,361.00
Total claims from Part 2	6f. Student loans	6f. \$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$	900,129.24
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$	900,129.24

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 12 of 15

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>Jamie Lynn Gallian</b> <b>16222 Monterey Lane #376</b> <b>Huntington Beach, CA 92649</b> <b>(714) 321-3449</b> <b>jamiegallian@gmail.com</b>	FOR COURT USE ONLY
<p align="center"><b>UNITED STATES BANKRUPTCY COURT</b>  <b>CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION</b></p>	
In re:  <p align="center"><b>Jamie Lynn Gallian</b></p>	CASE NO.: 8:21-bk-11710-ES CHAPTER: 7  <p align="center"><b>VERIFICATION OF MASTER MAILING LIST OF CREDITORS</b></p> <p align="center"><b>[LBR 1007-1(a)]</b></p>
<p align="right">Debtor(s).</p>	

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 3 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: 9/21/2021

Signature of Debtor 1 Jamie Lynn Gallian

Date: \_\_\_\_\_

Signature of Debtor 2 (joint debtor) ) (if applicable)

Date: \_\_\_\_\_

Signature of Attorney for Debtor (if applicable)

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

December 2015

**F 1007-1.MAILING.LIST.VERIFICATION**

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 13 of 15

BS Investors  
Robert P. Warmington Co  
c/o Gordon May  
Grant, Genovese & Baratta  
2030 Main St. Ste. 1600  
Irvine, CA 92614

Houser Brothers Co.  
dba Rancho Del Rey Mobilehome Est.  
17610 Beach Blvd. Ste. 32  
Huntington Beach, CA 92647

Huntington Beach Gables HOA  
c/o Feldsott & Lee  
23161 Mill Creek Dr. Ste. 300 Laguna  
Hills, CA 92653

Huntington Mobile Home Investments  
16400 Saybrook Lane  
Huntington Beach, CA 92649

Hyundai Capital America  
PO BOX 269011  
Plano, TX 75026

Internal Revenue Service Insolvency  
PO BOX 7346  
Philadelphia, PA 19101-7346

J-Pad, LLC  
21742 Anza Avenue  
Torrance, CA 90503

Janine Jasso  
16025 Warmington Lane  
Huntington Beach, CA 92649

Jennifer Paulin  
4446 Alderport Dr.  
Huntington Beach, CA 92649

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 14 of 15

Lee Gragnano  
16062 Warmington Ave.  
Huntington Beach, CA 92649

Lindy Beck  
4443 Chase Dr.  
Huntington Beach, CA 92649

Lori Burrett  
16107 Warmington Lane  
Huntington Beach, CA 92649

Randell Nickel  
c/o Mark Mellor, Esq. Ste. 220 6800  
Indiana Ave.  
Riverside, CA 92506

Robert P. Warmington Co.  
c/o BS Investors  
18201 Von Karmen Ste. 450  
Irvine, CA 92612

Sandra L. Bradley  
18 Meadowwood  
Coto De Caza, CA 92649

Ted Phillips  
17162 Sandra Lee  
Huntington Beach, CA 92649

Case 8:21-bk-11710-ES Doc 17 Filed 09/22/21 Entered 09/22/21 09:45:20 Desc  
Main Document Page 15 of 15

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**5401 Skylab Huntington Beach, CA 92647**

A true and correct copy of the foregoing document entitled (*specify*): **Summary of Amended Schedules, Master Mailing List, and or Statements** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below: \_\_\_\_\_

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 8-20-2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com  
Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com  
D. Edward Hays ehays@marshackhays.com  
Valerie Smith claims@recoverycorp.com  
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov  
Jamie Lynn Gallian jamiegallian@gmail.com

☐ Service information continued on attached

page

**2. SERVED BY UNITED STATES MAIL:** On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

9/21/2021

Robert McLelland

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**EXHIBIT 32**

001444

Case 8:21-bk-11710-ES Doc 22 Filed 10/14/21 Entered 10/14/21 17:12:48 Desc  
Main Document Page 1 of 31

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
JAMIE LYNN GALLIAN 16222 Monterey Lane Spc. 376 Huntington Beach, CA 92649 (714) 321-3449 jamiegallian@gmail.com	
<input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for Debtor	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA--SANTA ANA DIVISION	
In re:  Jamie Lynn Gallian	CASE NO.: 8:21-bk-11710-ES  CHAPTER: 7
Debtor(s)	Second Amended SUMMARY OF AMENDED SCHEDULES, MASTER MAILING LIST, AND/OR STATEMENTS [LBR 1007-1(c)]

A filing fee is required to amend Schedules D, or E/F (see Abbreviated Fee Schedule on the Court's website [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☐ Yes ☒ No

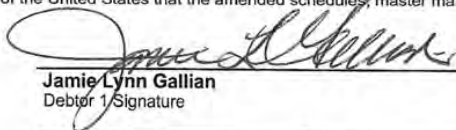
The following schedules, master mailing list or statements (check all that apply) are being amended:

- ☒ Schedule A/B    ☒ Schedule C    ☐ Schedule D    ☐ Schedule E/F    ☒ Schedule G  
☒ Schedule H    ☒ Schedule I    ☐ Schedule J    ☐ Schedule J-2    ☒ Statement of Financial Affairs  
☐ Statement About Your Social Security Number(s)    ☒ Statement of Intentions    ☐ Master Mailing List  
☒ Other (specify) Statement of Related Cases LBR Form 1015-2 ; Form 122-A Statement of Current Income and Expenses

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and or statements are true and correct.

Date:

10/14/2021

  
Jamie Lynn Gallian  
Debtor 1 Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

**NOTE:** It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2015

Page 1

F 1007-1.1.AMENDED.SUMMARY



Case 8:21-bk-11710-ES Doc 22 Filed 10/14/21 Entered 10/14/21 17:12:48 Desc  
Main Document Page 2 of 31

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **5801 Skylab Drive Huntington Beach, CA 92647**

Email: **bobwentflying@yahoo.com.**

Second Amended

A true and correct copy of the foregoing document entitled (specify): **Summary of Amended Schedules, Master Mailing List, and or Statements** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 10-14-2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey I Golden (TR) **lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com**  
Mark A Mellor **mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com**  
Valerie Smith **claims@recoverycorp.com**  
United States Trustee (SA) **ustpreion16.sa.ecf@usdoj.gov**

page

☐ Service information continued on attached

**2. SERVED BY UNITED STATES MAIL:** On (date)       , I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

page

☐ Service information continued on attached

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date)       , I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

page

☐ Service information continued on attached

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

10/14/202

**Robert McLelland**

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2015

Page 2

F 1007-1.1.AMENDED.SUMMARY

Case 8:21-bk-11710-ES Doc 22 Filed 10/14/21 Entered 10/14/21 17:12:48 Desc  
Main Document Page 3 of 31

**Fill in this information to identify your case and this filing:**

Debtor 1 Jamie Lynn Gallian  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) \_\_\_\_\_  
First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 8:21-bk-11710-ES

☐ Check if this is an amended filing

## Official Form 106A/B

### Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

☐ No. Go to Part 2.

☒ Yes. Where is the property?

**APN 178-011-16, Tract 10542, Unit 4,  
Lot 376**

1.1

**16222 Monterey Ln #376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

What is the property? Check all that apply

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative

☒ Manufactured or mobile home

- ☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other

Who has an interest in the property? Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?  
**\$275,000.00**

Current value of the portion you own?  
**\$275,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Fee simple**

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: APN 891,569,62

Title/Registration through HCD; LBM 1081 to Debtor.

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

**\$275,000.00**

#### Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Case 8:21-bk-11710-ES Doc 22 Filed 10/14/21 Entered 10/14/21 17:12:48 Desc  
Main Document Page 4 of 31

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

## 3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No  
☒ Yes

3.1 Make: Kia  
Model: Sportage  
Year: 2020  
Approximate mileage: \_\_\_\_\_  
Other information: \_\_\_\_\_

Location: 16222 Monterey Ln  
#376, Huntington Beach CA  
92649  
(LEASE)

## Who has an interest in the property? Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property  
(see instructions)

Do not deduct secured claims or exemptions. Put  
the amount of any secured claims on Schedule D:  
Creditors Who Have Claims Secured by Property.

Current value of the  
entire property? Current value of the  
portion you own?

\$0.00\$0.004. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories  
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No  
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for  
pages you have attached for Part 2. Write that number here.....=>\$0.00

## Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.

## 6. Household goods and furnishings

Example Major appliances, W/D, Refrigerator, living furniture, linens, china, kitchenware, beds, Sofa,  
chairs, dressers, coffee table, end table, Stools, dining table, hutch, side table, curio cabinet, wall unit, desk.

☐ No

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

☒ Yes. Describe.....

Waterford crystal set red &amp; white wine glasses

\$3,500.00\$1,000.00

## 7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices  
including cell phones, cameras, media players, games

☒ Yes. Describe☐ No..

Wall television, computer, printer, and peripherals

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

\$1,500.00

## 8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections;  
other collections, memorabilia, collectibles

☒ Yes. Describe☐ No.

Lladro figurine boy dog collection (20)

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

\$1,950.00

## 9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools;  
musical instruments

☒ No☐ Yes. Describe.....

## 10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☒ No☐ Yes. Describe.....



Case 8:21-bk-11710-ES Doc 22 Filed 10/14/21 Entered 10/14/21 17:12:48 Desc  
Main Document Page 5 of 31

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No☒ Yes. Describe.....Misc. clothing, winter jackets, purses, blouses, pants, dresses, uniforms,  
shoes, boots, tennis shoes, sandals, heels, work shoes

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

\$1,000.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☒ Yes. DescribeMovado wrist watch (20 yrs old.), costume jewelry, misc non-gold chains,  
bracelets and earrings.

\$1,000.00

☐ No.....

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☒ Yes. Describe

5-year old Wired Terrier Dog

Location: 16222 Monterey Ln #376, Huntington Beach CA 92649

\$25.00

☐ No..**14. Any other personal and household items you did not already list, including any health aids you did not list**☐ No☐ Yes. Give specific information.....**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

\$9,975.00

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the  
portion you own?  
Do not deduct secured  
claims or exemptions.**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☐ No☐ Yes.....**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes.....17.1

EDD Debit Card

Institution name:

Bank of America

\$3,793.00

17.2.

Checking and Savings

Alliant Credit Union Covid Relief Funds

\$1,407.00

17.3

Savings

Alliant Credit Union Covid Relief Funds

\$ 2,600.00.

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☐ No☐ Yes.

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☐ No☒ Yes. Give specific information about them.....Percentage of  
Ownership

Name of entity:

J-Sandcastle Co., LLC - Entity is debtor's single member LLC.Note payable in the approximate amount of \$ 225,000.00, dated 11/16/2018,  
secured by UCC-1, perfected 1/14/2019.Entity currently has a bank account \$16,000, holding funds from tendered,  
Lot 376, Tract 10542, Unit 4, rent checks payable to RDRMHE; Ground Space #376  
for 2014 Skyline manufactured home, LBM1081. RDRMHE refused to  
countersign Ground Space Agreement with Applicant. According to RDRMHE,  
park rules forbid home to be held in name other than individual.

100 %

&lt; \$209,000.00 &gt;

However, RDRMHE allows registration held in the name of a Trust.

Official Form 106A/B

Schedule A/B: Property

page 3

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy